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No. 46] NEW DELHI, NOVEMBER 11-NOVEMBER 17, 2007, SATURDAY/KARTIKA 20-KARTIKA 26, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 6 नवम्बर, 2007

का.आ. 3294.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य सरकार, राजनीतिक(ए) विभाग, दीसपुर की अधिसूचना ज्ञापन सं. पीएलए-486/2007/51-ए दिनांक 29 अगस्त, 2007 द्वारा प्राप्त असम राज्य सरकार की सहमति से कमालपुर पुलिस स्टेशन जिला कामरूप में भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम 45) की धारा 120-बी, 121, 121-ए, 122, 307, 353, 385 और 511 सपठित धारा 25(1) (ए) और 27, आयुध अधिनियम, 1959 (1959 का अधिनियम सं. 54) के साथ पठित आवश्यक वस्तु अधिनियम, 1955 (1955 के अधिनियम 10) की धारा 4 और विधि विरुद्ध क्रियाकलाप (निवारण) अधिनियम, 1967 की धारा 10 और 13 (1967 का अधिनियम सं. 37) का अधीन मामला सं. 163/2007 तथा एफ सी आई, पूर्वोत्तर क्षेत्र, गुवाहाटी, असम के कार्यपालक निदेशक डॉ. पी.सी. राम की मृत्यु के संबंध में इसी पुलिस थाने के यूडी मामला सं. 21/2007, कोई अन्य अपराध अथवा अपराधों तथा इस मामले से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षडयंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से

उद्भूत किसी अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थान के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/47/2007-एवीडी II]

चन्द्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 6th November, 2007

S.O. 3294.—In exercise of the powers conferred by sub-section(1) of the Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 of 1946), the Central Government with the Consent of State Government of Assam, Political (A) Department Dispur vide Notification Memo No. PLA-486/2007/51-A dated 29th August, 2007, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of State of Assam for investigation of the offences registered at Kamalpur Police Station in the District of Kamrup vide Case No. 163/2007 under sections 120-B, 121, 121-A, 122, 307, 353, 385 and 511 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with section 25(1)(A) and 27 Arms Act, 1959 (Act No. 54 of 1959) read

with section 4 of Essential Commodities Act, 1955 (Act No.10 of 1955) and sections 10 and 13 of Unlawful Activities (Prevention) Act, 1967 (Act No. 37 of 1967) and same Police Station's U.D. Case No. 21/2007 relating to death of Dr P.C Ram the Executive Director, FCI, N.E Region, Guwahati, Assam and any other offence or offences, attempts, abetments and conspiracy in relation to or in connection with above mentioned offences and any other offence/offences committed in the course of same transaction arising out of same facts and simultaneously launching of criminal prosecution against the guilty persons.

[No. 228/47/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 16 अक्टूबर, 2007

का.आ. 3295.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, संलग्न अनुबंध में निम्नलिखित बैंकों/बीमा कम्पनियों के सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

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	कुल	591

[फा. सं. 11016/4/2007-हिन्दी]

रमेशबाबू अणियेरी, संयुक्त निदेशक (राजभाषा)

स्टेट बैंक आफ पटियाला

- (1) स्टेट बैंक ऑफ पटियाला, आंचलिक कार्यालय एस.सी.ओ-7 सैक्टर-5, पंचकुला, हरियाणा
- (2) स्टेट बैंक ऑफ पटियाला, आंचलिक कार्यालय एस.सी.ओ. संख्या 99-107, मध्य मार्ग, सैक्टर-8 सी चंडीगढ़-160018
- (3) स्टेट बैंक ऑफ पटियाला, वासुपुजिया चैम्बर्ज, आश्रम रोड, अहमदाबाद (गुजरात) पिन कोड नं. 380014 शाखा कूट संख्या-5345
- (4) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय नजदीक टिम्बर हाऊस, कार्ट रोड, शिमला-171001
- (5) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय नजदीक साउली खड्ड, मण्डी (हि. प्र.)
- (6) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय 21, विधान सभा मार्ग पहली मंजिल, लखनऊ-226001
- (7) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय, एस.सी.ओ. 9-10, सैक्टर-25, हुडा, पानीपत-132103
- (8) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय, कोठी नं. 120, सैक्टर-15ए, हिसार
- (9) स्टेट बैंक ऑफ पटियाला, क्षेत्रीय कार्यालय एस.सी.ओ-7, सैक्टर-5, पंचकुला

स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, प्रधान कार्यालय जयपुर

कार्यालय जिसे राजभाषा नियम, 1976 के नियम 10(4) के अन्तर्गत राजपत्र में अधिसूचित करना है।

1. आर.ए.एस.ई.सी.सी. बीकानेर रीटेल असेट स्माल एन्टरप्राइज क्रेडिट सेंटर, बिन्नाणी विल्डिंग, अलख सागर रोड, बीकानेर (राजस्थान)
2. करनाल, सेक्टर 12, पार्ट-1, अरबन स्टेट, करनाल
3. पचेरी कलां, पचेरी कलां, जिला-झुंझुनू, राजस्थान
4. धनबाद, होटल वी.आई.पी. काम्प्लेक्स, बैंक मोड़, धनबाद-828001
5. क्षेत्रीय कार्यालय, चण्डीगढ़, क्षेत्रीय कार्यालय, सेक्टर-डी, चण्डीगढ़-160017
6. खन्ना, पुरेवाल टावर, समराला चौक, जी.टी. रोड, खन्ना-141401, पंजाब
7. झांसी शाखा, 524, सदर बाजार, झांसी, (उत्तर प्रदेश)
8. जोधपुर पार्क, कोलकाता, प्रथम तल, 71, जोधपुर पार्क, कोलकाता-700068
9. कमला नगर, आगरा, जी-685, कमला नगर, आगरा
10. अजय नगर, कोलकाता, 333, अजय नगर, कोलकाता-700075
11. खुदरा आस्ति लघु एवं मध्यम उद्यमी प्रकोष्ठ, जोधपुर, खुदरा आस्ति लघु एवं मध्यम उद्यमी प्रकोष्ठ, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, प्रथम तल, जालोरी गेट शाखा, जोधपुर-342001
12. रानी (पाली), स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, शाखा-रानी, जिला पाली
13. क्षेत्रीय कार्यालय, अजमेर, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, क्षेत्रीय कार्यालय-पंचम, प्लॉट नं. 14, अशोक बिहार कॉलोनी, वैशाली नगर, मेनरोड, शांतिपुर, अजमेर

आन्ध्रा बैंक

राजभाषा नियम, 1976 के नियम 10(4) तहत अधिसूचित की जाने वाली शाखाओं की सूची

1. आन्ध्रा बैंक, जयानगर शाखा सैदाबाद, हैदराबाद-500059
2. आन्ध्रा बैंक, जी-3ए, राजलक्ष्मी अपार्टमेंट स्ट्रीट नं.-8, हब्सीगुडा, हैदराबाद-500007
3. आन्ध्रा बैंक, उप्पल बस डिपो के सामने पीजीदिगुडा, हैदराबाद-500031
4. आन्ध्रा बैंक ई-सेवा के नजदीक, रामनगर, हैदराबाद-500020
5. आन्ध्रा बैंक, मार्थोमा सेंटर शाखा, नेरेडमेट, विनायकनगर, हैदराबाद
6. आन्ध्रा बैंक, डायमंड प्वाइंट शाखा, सिख विलेज, सिकन्दराबाद-500009
7. आन्ध्रा बैंक, वेंकटापुरम शाखा, आजवाल, सिकन्दराबाद-500015
8. आन्ध्रा बैंक, मीरपेट शाखा सरूरनगर मंडल, रंगरोड्डी जिला, हैदराबाद-500079
9. आन्ध्रा बैंक, आनंदबाग शाखा, मल्काजगिरि, सिकन्दराबाद, हैदराबाद-500047
10. आन्ध्रा बैंक एस. ए. आर. एम. शाखा, आन्ध्रा बैंक बिल्डिंग, कोठी, सुल्तान बाजार, हैदराबाद-500195

इलाहाबाद बैंक**प्रोफार्मा-II**

क्र. सं. अधिसूचित किए जाने वाले कार्यालय/शाखा का नाम व पता हिन्दी में

1. इलाहाबाद बैंक, ग्राम 163-बी, नेहरू कालोनी, पो. हरिद्वार रोड, देहरादून (उत्तरांचल)
2. इलाहाबाद बैंक, कोयल घाटी, अखंड आश्रम के निकट, हरिद्वार रोड, ऋषिकेश (उत्तरांचल)
3. इलाहाबाद बैंक, विष्णु मार्केट सिल्वम पिथौरागढ़ (उत्तरांचल)
4. इलाहाबाद बैंक, माल रोड, पौड़ी (उत्तरांचल)
5. इलाहाबाद बैंक, रुद्रपुर रोड, रोडवेज बस स्टैंड के निकट किच्छा, उधम सिंह नगर (उत्तरांचल)
6. इलाहाबाद बैंक, गोवर्धन विलास, उदयपुर शाखा, उदयपुर (राजस्थान)
7. इलाहाबाद बैंक, 11ए, कुंभा मार्ग न्यू फतहपुरा, उदयपुर (राजस्थान)
8. इलाहाबाद बैंक, 361, हिम्मत नगर गोपलपुरा सिकिल, टोंक रोड, जयपुर (राजस्थान)
9. इलाहाबाद बैंक, उज्जवल निवास, बी-रोड, पावटा, जोधपुर (राजस्थान)
10. इलाहाबाद बैंक, 1/5, राजस्थान हाउसिंग बोर्ड कॉलोनी, भिवाड़ी, जिला अलवर (राजस्थान)
11. इलाहाबाद बैंक, भोपाल वाला आर्य एस. एस. स्कूल, श्रीगंगानगर (राजस्थान)
12. इलाहाबाद बैंक, पायली भटाली शाखा, ग्राम किटाली (पद्मपुर ग्राम के पास), पोस्ट दुर्गापुर, जिला चन्द्रपुर (महाराष्ट्र)

13. इलाहाबाद बैंक, वर्धमनेरी शाखा, बस स्थानक के समीप, जिला वर्धा (महाराष्ट्र)
14. इलाहाबाद बैंक, येलाकेली शाखा तालुका : सेलू, जिला वर्धा (महाराष्ट्र)
15. इलाहाबाद बैंक, रामनगर यावली शाखा, ग्राम व पोस्ट कोलाम्बी यावली, तालुका एवं जिला यवतमाल (महाराष्ट्र)
16. इलाहाबाद बैंक, अंधेरी (पश्चिम), सं. 188, राजेश सेंटर, एसवी रोड, अल्फा रेस्तरां के ऊपर, अंधेरी (पश्चिम), मुम्बई-400069
17. इलाहाबाद बैंक, बांदरा (पश्चिम), जैनुब विला, 187, टर्नर रोड, बांदरा (पश्चिम) मुम्बई-400050
18. इलाहाबाद बैंक, घाटकोपर (पूर्व), के. के. छाया बिल्डिंग, टी पी एस नं. 3, पंत नगर, घाटकोपर (पूर्व) मुम्बई-400077
19. इलाहाबाद बैंक, गोरेगांव (पश्चिम), किरण इंडस्ट्रीयल इस्टेट, एमजी रोड, गोरेगांव (पश्चिम) मुम्बई-400062
20. इलाहाबाद बैंक, कालबादेवी, 63/65, मोरारजी कांजी बिल्डिंग, डॉ. आत्माराम मर्चेट रोड, मुम्बई-400002
21. इलाहाबाद बैंक, परेल, डॉ. अम्बेडकर रोड, परेल, पो. ब. 6610, मुम्बई-400012
22. इलाहाबाद बैंक, सायन, हाउस नं. 1-ए/1 एवं 1-1/2, प्लॉट-277, न्यू सायन कोऑपरेटिव हा. सो. सिधी कॉलोनी गुरुकृष्ण होटल के सामने, सायन (पश्चिम), मुम्बई-400022
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यूनियन बैंक ऑफ इंडिया

राजभाषा कार्यान्वयन प्रभाग, केन्द्रीय कार्यालय, मुम्बई

राजभाषा नियम 10(4) में अधिसूचनार्थ संस्तुत शाखाएं/कार्यालय

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क्षेत्रीय कार्यालय, लखनऊ

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क्षेत्रीय कार्यालय, एर्णाकुलम

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इंडियन बैंक

राजभाषा नियम, 1976 के नियम 10(4) के अंतर्गत भारत सरकार के राजपत्र में अधिसूचित किए जाने हेतु कार्यालयों/शाखाओं की सूची

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स्टेट बैंक ऑफ हैदराबाद

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47. स्टेट बैंक ऑफ हैदराबाद नवाबपेट शाखा (कूट सं. 381) महबूबनगर जिला पिन-509340
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ओरियन्टल बैंक ऑफ कॉमर्स

राजभाषा नियम 1976 के नियम 10 (4) के तहत भारत सरकार के राजपत्र में अधिसूचित की जाने वाली शाखाओं की सूची

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37. सिंडिकेट बैंक, नैशनल गैम्स विलेज शाखा, बी-1-20, शरावती ब्लॉक, नैशनल गैम्स विलेज, कोरमंगला, बेंगलूर-560047 कर्नाटक
38. सिंडिकेट बैंक, मोतीलाल नेहरू वार्ड पैलेस रोड शाखा, जगदलपुर, जिला : बस्तर, छत्तीसगढ़, पिन-494001

स्टेट बैंक ऑफ त्रावणकोर

1. स्टेट बैंक ऑफ त्रावणकोर, आंचलिक कार्यालय, पी. बी. सं.-25, मनियाट्टुकुडी अफसा बिल्डिंग मावूर रोड, कोषिकोड, केरल-673004

बैंक ऑफ महाराष्ट्र

(के. का. लोकमंगल, 1501, शिवाजीनगर, पुणे-411005)

"क" क्षेत्र

1. पालम विहार शाखा, बैंक ऑफ महाराष्ट्र, चिरंजीव भारती स्कूल कंपाउंड, एफ ब्लॉक, पालम विहार, गुडगांव-122017, (हरियाणा)
2. यमुनानगर शाखा, बैंक ऑफ महाराष्ट्र, जगधारी रोड, लाल द्वार के पास, यमुनानगर-135001 (हरियाणा)
3. हरिद्वार शाखा, बैंक ऑफ महाराष्ट्र, 42, विवेक विहार, हरिद्वार-249407, (उत्तरांचल)
4. वसंत कुंज दिल्ली शाखा, बैंक ऑफ महाराष्ट्र, तल मंजिल, ओईएस भवन, प्लॉट नं. 11, एलएससी, सेक्टर, बी-1, वसंत कुंज, नई दिल्ली-110070
5. श्री शंकराचार्य कॉलेज ऑफ इंजीनियरिंग शाखा, बैंक ऑफ महाराष्ट्र, श्री शंकराचार्य कॉलेज, ऑफ इंजीनियरिंग एंड टेक्नालॉजी कैम्पस, भालाई, जि. युग-490020 (छत्तीस गढ़)
6. फिरोजाबाद शाखा, बैंक ऑफ महाराष्ट्र, 31, मोनापुरम, गणेश नगर, सी.एल. जैन डिग्री कॉलेज के सामने, फिरोजाबाद-283203 (उत्तरांचल)
7. देवरी रोड आगरा शाखा, बैंक ऑफ महाराष्ट्र, 27, डिफेन्स एस्टेट, फेज-1, देवरी रोड, आगरा-282001 (उत्तर प्रदेश)
8. ईस्ट कचहरी रोड मेरठ शाखा, बैंक ऑफ महाराष्ट्र, ईस्ट कचहरी रोड, एनएस, कॉलेज, मेरठ-250001 (उत्तरांचल)
9. उज्जैन चैरिटेबल ट्रस्ट हॉस्पिटल रिसर्च सेंटर शाखा, बैंक ऑफ महाराष्ट्र, यू जे सी टी एण्ड हॉस्पिटल रिसर्च सेंटर, अंकपट मार्ग, बुधवारिया, उज्जैन-456006 (मध्य प्रदेश)
10. इंदिरापुरम गाजियाबाद शाखा, बैंक ऑफ महाराष्ट्र, प्लॉट नं. 1/3, वैभव खण्ड, ब्लॉक-डी आम्नपाली ग्रीन अपार्टमेंट्स, इंदिरापुरम, गाजियाबाद-201010, (उत्तर प्रदेश)
11. पलवल शाखा, बैंक ऑफ महाराष्ट्र, ओम भारतीया कं, ओल्ड ट्रक यूनिन के सामने, हरियाणा एगो इंडस्ट्रीज के पास, रेलवे रोड, पलवल-121102, (हरियाणा)
12. सेक्टर 62-नोएडा शाखा, बैंक ऑफ महाराष्ट्र, प्लॉट नं. सी-54-40, सेक्टर-62, जिला गौतम बुद्ध नगर, नोएडा-201301 (उत्तर प्रदेश)
13. सेक्टर 24-रोहिणी दिल्ली शाखा, बैंक ऑफ महाराष्ट्र, प्रथम मंजिल, विंग मेगा माल, सी एस/ओसीएक नं. 7, सेक्टर 24, रोहिणी, नई दिल्ली-110085
14. राजौरी गार्ड दिल्ली शाखा, बैंक ऑफ महाराष्ट्र, तल मंजिल, जे-8/77, जी, नेहरू मार्केट, राजौरी गार्डन, नई दिल्ली-110027

15. भोलवाड़ा शाखा, बैंक ऑफ महाराष्ट्र, प्रथम तल, 8-एल-1, आर. भी. व्यास कालोनी, भोलवाड़ा-311001, (राजस्थान)
16. सेक्टर-40, गुडगांव शाखा, बैंक ऑफ महाराष्ट्र, एस.सी. ओ.-86, डिस्ट्रिक्ट शॉपिंग सेंटर, सेक्टर-56, गुडगांव 122001 (हरियाणा)
17. वैशालीनगर जयपुर शाखा, बैंक ऑफ महाराष्ट्र, तल मंजिल, प्लॉट नं. 3, प्रतापनगर, खाटीपुरा रोड, वैशालीनगर, जयपुर-302012, (राजस्थान)
18. भासवाड़ा शाखा, बैंक ऑफ महाराष्ट्र, अधिनन्दन कॉम्प्लेक्स, प्लॉट नं. 3, भासवाड़ा-327001, (राजस्थान)
19. पीतमपुरा शाखा, बैंक ऑफ महाराष्ट्र, तल मंजिल, के.पी. 27, कम्युनिटी सेंटर, पीतमपुरा, नई दिल्ली-110043
20. मयूरविहार फेज-III, दिल्ली शाखा, बैंक ऑफ महाराष्ट्र, प्रथम तल, एफ-28 से एफ-30, हॉल क्र. 4, सीएससी-II, कॉन्डली धरोली, मयूर विहार, फेज-3, नई दिल्ली-110096
21. धनबाद शाखा, बैंक ऑफ महाराष्ट्र, तल मंजिल, मेन रोड, सावईडेला, धनबाद-826001 (झारखंड)

“ख” क्षेत्र

22. गुरदासपुर शाखा, बैंक ऑफ महाराष्ट्र, पोस्ट ऑफिस चौक के निकट, जेल रोड, गुरदासपुर-143251, (पंजाब)
23. पठानकोट शाखा, बैंक ऑफ महाराष्ट्र, एस सी एफ नं. 7, ब्लाक बी, इंप्रूवमेंट ट्रस्ट कॉम्प्लेक्स, पटेल चौक, पठानकोट-145001 (पंजाब)
24. रूपरैल कॉलेज कैम्पस, मुंबई शाखा, बैंक ऑफ महाराष्ट्र, रूपरैल कॉलेज कैम्पस, बाल गोविन्ददास मार्ग, माटुंगा (पश्चिम), मुम्बई-400016 (महाराष्ट्र)
25. विदर्भ इरिगेशन डेवलपमेंट कार्पोरेशन, नागपुर शाखा, बैंक ऑफ महाराष्ट्र, वीआईसीडी, सिचन सेवा भवन, सिविल लाईन्स, नागपुर-440001, (महाराष्ट्र)
26. एनएमएमटी तुर्भे शाखा, बैंक ऑफ महाराष्ट्र, नवी मुम्बई म्युनिसिपल ट्रान्सपोर्ट बस डिपो, सेक्टर 23, तुर्भे, नवी मुम्बई-400075 (महाराष्ट्र)
27. टाउन सेंटर औरंगाबाद शाखा, बैंक ऑफ महाराष्ट्र, टाउन सेंटर, औरंगाबाद-431003, (महाराष्ट्र)
28. मॉडर्न कॉलेज पुणे शाखा, बैंक ऑफ महाराष्ट्र, मॉडर्न कॉलेज रोड, फायनल प्लॉट नं. 875/सी टीएस नं. 1186/ए, शिवाजीनगर, पुणे-411005 (महाराष्ट्र)
29. संत गाडगेबाबा उमरावती यूनिवर्सिटी शाखा, बैंक ऑफ महाराष्ट्र, संत गाडगेबाबा अमरावती यूनिवर्सिटी अमरावती-444620, (महाराष्ट्र)
30. गणपतिपुळे शाखा, बैंक ऑफ महाराष्ट्र, तपस्वी, सदानंद निवास, मकान नं. 100 (1), सर्वे नं. 33 ए-1ए, गणपतिपुळे-416402, जि. रत्नागिरी (महाराष्ट्र)
31. विमाननगर पुणे शाखा, बैंक ऑफ महाराष्ट्र, शॉप नं. 1 व 2, हलवानी रेसिडेन्सी, सर्वे नं. 33, हिस्सा क्र. 1, विमाननगर, पुणे-411014 (महाराष्ट्र)
32. बाणेर पुणे शाखा, बैंक ऑफ महाराष्ट्र, शोरूम नं. 2, कपिल क्लासिक, तल मंजिल, सर्वे नं. 288/1ए/1, बाणेर, पुणे-411008, (महाराष्ट्र)

33. वारजे पुणे शाखा, बैंक ऑफ महाराष्ट्र, फ्लाई व्यू रेसिडेन्सी, शाप नं. 1-6, सर्वे नं. 129, हिस्सा नं. 9-10, वारजे, पुणे-411025 (महाराष्ट्र)
34. पुणे यूनिवर्सिटी कैम्पस शाखा, बैंक ऑफ महाराष्ट्र, मुख्य भवन के पास, प्रशासनिक खण्ड, पुणे यूनिवर्सिटी कैम्पस, पुणे-411005 (महाराष्ट्र)
35. पुणे परिमंडल कार्यालय, बैंक ऑफ महाराष्ट्र, एफ.सी. रोड, शिवाजीनगर, पुणे-411005, (महाराष्ट्र)
36. नागपुर परिमंडल कार्यालय, बैंक ऑफ महाराष्ट्र, महाबैंक भवन, अभ्यंकर मार्ग, सीताबर्डी, नागपुर-40012 (महाराष्ट्र)
37. रामकृष्ण मठ पुणे शाखा, बैंक ऑफ महाराष्ट्र, 131/1ए, विठ्ठलवाडी रोड, दांडेकर पुल के पास, पुणे-411030, (महाराष्ट्र)
38. यशवंतनगर नागपुर शाखा, बैंक ऑफ महाराष्ट्र, धरमपेठ आर्ट्स एण्ड साइंस कॉलेज, धरमपेठ, नागपुर (महाराष्ट्र)

पंजाब नेशनल बैंक

अंचल कार्यालय, रीजेंट हाउस, दि नाल : शिमला (राजभाषा-कश्)

अनुलग्नक

1. पंजाब नेशनल बैंक, शाखा कार्यालय बाई पास सोलन, जिला सोलन, हिमाचल प्रदेश, पिनकोड-173212

अनुलग्नक ‘क’

2. पंजाब नेशनल बैंक, शाखा कार्यालय : टी सी.बी.डल, जिला: कांगड़ा, (हिमाचल प्रदेश), पिन-176216, दूरभाषा : 01892-221214

पंजाब नेशनल बैंक, एकीकृत अंचल कार्यालय 10-अशोक मार्ग, लखनऊ नई खुली शाखाओं/कार्यालयों को राजभाषा नियम 10(4) के अन्तर्गत अधिसूचित कराना

3. पंजाब नेशनल बैंक शाखा जायस (4495), पोस्ट जायस, जिला-रायबरेली (उ. प्र.)
4. पंजाब नेशनल बैंक, शाखा तिलोई (4505), पोस्ट तिलोई, जिला-रायबरेली (उ. प्र.)
5. पंजाब नेशनल बैंक, शाखा कार्यालय, मुख्य बाजार, पिंजौर, जिला पंचकुला (हरियाणा)
6. पंजाब नेशनल बैंक, शाखा कार्यालय, याडन हाउसिंग कॉम्प्लेक्स, मनीमाजरा, चण्डीगढ़

राजभाषा नियम 10(4) के अन्तर्गत अधिसूचित कराने हेतु पंजाब नेशनल बैंक, क्षेत्रीय कार्यालय, त्रिवेन्द्रम (केरल) के अधीन आने वाले कार्यालयों/शाखाओं की सूची

7. कुम्बानाड जिला पत्तनमत्तिट्ट, पिन-689547
8. टैम्पल शॉपिंग कम्प्लेक्स, ओचिरा (कोल्लम)-690526
9. त्रिचूर-पैलेस रोड, केरल-680020
10. पंजाब नेशनल बैंक, गांधीनगर पुर रोड, भीलवाड़ा, (राजस्थान) पिन-311001

नियम 10(4) में अधिसूचित करने हेतु शाखाओं का सम्पूर्ण पता

11. पंजाब नेशनल बैंक, शाखा कार्यालय प्रथम मंजिल, सुपर प्लाजा, संदेश प्रैस रोड, बोडकदेव, अहमदाबाद-380015

12. पंजाब नेशनल बैंक, शाखा कार्यालय, ग्राउन्ड फ्लोर, सर्जन टावर, जनता नगर के सामने, 100 फीट रिंगरोड, चांदखेड, अहमदाबाद-382424

13. पंजाब नेशनल बैंक, शाखा कार्यालय, प्रथम मंजिल, जयलक्ष्मी बिल्डिंग, उधना मेन रोड, सूरत-395210

14. पंजाब नेशनल बैंक, शाखा कार्यालय, जलसेवा भवन, सेक्टर, 10-ए, गांधीनगर-382010

15. पंजाब नेशनल बैंक, शाखा कार्यालय, 255, कल्पना सोसायटी, श्रीरंग विद्यालय के सामने, वाघोडिया रोड, वडोदरा-390019

16. पंजाब नेशनल बैंक, शाखा कार्यालय, सिटी लाइट्स कॉम्प्लेक्स, डूमस रोड, सूरत-395007

17. पंजाब नेशनल बैंक, शाखा कार्यालय, नरनारायण भवन, नवावास, माधापर (कच्छ)-370020

18. पंजाब नेशनल बैंक, शाखा कार्यालय, आर के नगर, वीराणी चौक, राजकोट-360001

19. पंजाब नेशनल बैंक, शाखा कार्यालय, एम.एल.बी. मेडिकल कॉलेज, झांसी, बिहार संख्या-4602, कानपुर रोड, झांसी (उत्तर प्रदेश), पिन-284128 (फोन नं. 0510-2320780)

राजभाषा नियम 10(4) के अंतर्गत भारत सरकार के राजपत्र में अधिसूचनाएं

20. पंजाब नेशनल बैंक, शाखा कार्यालय, डॉ. एन. कॉलेज, हिसार-125001, जिला हिसार (हरियाणा)

21. पंजाब नेशनल बैंक, शाखा कार्यालय, नगर पालिका परिसर, हिसार-125001, जिला हिसार (हरियाणा)

22. पंजाब नेशनल बैंक, शाखा कार्यालय, गुरु जम्भेश्वर विश्वविद्यालय, हिसार-125001, जिला हिसार, (हरियाणा)

23. पंजाब नेशनल बैंक, क्षेत्रीय समाशोधन केन्द्र, हिसार-125001, जिला हिसार (हरियाणा)

24. पंजाब नेशनल बैंक, शाखा कार्यालय, रानियां-125076, जिला सिरसा, (हरियाणा)

25. पंजाब नेशनल बैंक, शाखा कार्यालय, बरनाला रोड, सिरसा-125055, जिला हिसार (हरियाणा)

26. पंजाब नेशनल बैंक, शाखा कार्यालय, एम.एम. कॉलेज, फतेहाबाद-125050, जिला फतेहाबाद (हरियाणा)

27. पंजाब नेशनल बैंक, शाखा कार्यालय, एन. डी. भाडन स्कूल, पानीपत, जिला पानीपत (हरियाणा)

28. पंजाब नेशनल बैंक, शाखा कार्यालय, बीएमआईटी, सोनीपत, जिला सोनीपत (हरियाणा)

29. पंजाब नेशनल बैंक, शाखा कार्यालय, हैदराबादी अस्पताल, पानीपत, जिला पानीपत (हरियाणा)

30. पंजाब नेशनल बैंक, शाखा कार्यालय मतलौडा, जिला सोनीपत (हरियाणा)

31. पंजाब नेशनल बैंक, सी. एम. कॉलेज कैम्पस, किलाघाट, दरभंगा पिन-846004

32. पंजाब नेशनल बैंक, मारवाड़ी कॉलेज कैम्पस, गंगासागर, दरभंगा पिन: 846004

पंजाब नेशनल बैंक, दरभंगा क्षेत्र, दरभंगा

33. पंजाब नेशनल बैंक, राजेन्द्र कृषि विश्वविद्यालय, पूसा, जिला-स्वयंसेवकपुर, पिन-848101

भारतीय साधारण बीमा निगम

क्र.	कार्यालय का नाम एवं पता	कार्यालय में कुल अधिकारियों/कर्मचारियों की संख्या	इनमें से कितनों को हिंदी का कार्य-साधक ज्ञान प्राप्त है	हिंदी जानने वाले कर्म-चारियों का प्रतिशत	कार्यालय में हिंदी देवनागरी में हिंदी टंककों/कंप्यूटरों की कुल संख्या	कार्यालय में हिंदी टंककों की कुल संख्या
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1	2	3	4	5	6	7
01.	भारतीय साधारण बीमा निगम, 5, संसद मार्ग, जीवन तारा बिल्डिंग, नई दिल्ली-1	4/6	4/6	100%	04	शून्य

भारतीय जीवन बीमा निगम राजभाषा कार्यान्वयन विभाग केन्द्रीय कार्यालय मुम्बई अधिसूचित किए जाने हेतु शेष क्षेत्रीय/प्रदेशीय कार्यालयों के नामों की सूची

- क्षेत्रीय क्षेत्र
- क्षेत्रीय कार्यालय, कोलकाता
 - मं. का. आसनसोल
 - मं. का. ब्रह्मपुर
 - मं. का. बोगईगांव
 - मं. का. कोलकाता महानगर-1
 - मं. का. कोलकाता महानगर-2
 - मं. का. कोलकाता उपनगर
 - मं. का. कटक
 - मं. का. गुवाहाटी
 - मं. का. हावड़ा
 - मं. का. जलपाईगुडी
 - मं. का. जोरहाट
 - मं. का. सम्बलपुर
 - मं. का. सिलचर

दक्षिण-मध्य क्षेत्र

- क्षेत्रीय कार्यालय, हैदराबाद
- मं. का. बेंगलूर-1
- मं. का. बेंगलूर-2
- मं. का. बेलगांव
- मं. का. हैदराबाद
- मं. का. करीमनगर
- मं. का. मछलीपट्टणम
- मं. का. मैसूर
- मं. का. नेल्लूर
- मं. का. राजमुन्दी
- मं. का. रायचूर
- मं. का. सिवान्दराबाद
- मं. का. उडुपी
- मं. का. विशाखापट्टणम
- मं. का. वारंगल

दक्षिण क्षेत्र

30. क्षेत्रीय कार्यालय, चेन्नई
31. म. का. चेन्नई-1
32. म. का. चेन्नई-2
33. म. का. धरमपुर
34. म. का. भेलम
35. म. का. कायबटूर
36. म. का. मदुराई
37. म. का. तञ्जावर
38. म. का. तिरुनेलवेली
39. म. का. कोझीकोड
40. म. का. एर्नाकुलम
41. म. का. कोट्टायम
42. म. का. तिरुवनंतपुरम

उत्तर क्षेत्र

43. म. का. श्रीनगर

ओरियन्टल इन्शोरेंस कम्पनी लिमिटेड

राजभाषा नियम, 1976 के नियम 10(4) के अंतर्गत कार्यालयों को अधिभूषित करवाने संबंधी सूची

क्षेत्रीय कार्यालय चण्डीगढ़ व उसके अधीनस्थ कार्यालय

1. डायरेक्ट अभिकर्ता शाखा चण्डीगढ़
2. शाखा कार्यालय 3 अमृतसर
3. शाखा कार्यालय 3 जालंधर
4. मण्डल कार्यालय 3 अमृतसर

मुम्बई क्षेत्रीय कार्यालय-2 व उसके अधीनस्थ कार्यालय

5. क्षेत्रीय कार्यालय क्र. 2, मुम्बई
6. मण्डल कार्यालय क्र. 8, मुम्बई
7. मण्डल कार्यालय क्र. 20, मुम्बई
8. मण्डल कार्यालय कल्याण, मुम्बई
9. मण्डल कार्यालय बोरिवली, मुम्बई
10. शाखा कार्यालय क्र. 2, मुम्बई
11. शाखा कार्यालय डायमंड, मुम्बई
12. शाखा कार्यालय माहिम, मुम्बई
13. शाखा कार्यालय जोशेवरी, मुम्बई
14. शाखा कार्यालय ठाणे, मुम्बई
15. शाखा कार्यालय वेरुपुर, मुम्बई
16. म. का. 21
17. म. का. 23
18. म. का. 24
19. म. का. 25

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 16th October, 2007

S.O. 3295.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use of official purposes of the Union) Rules, 1976 the Central Government, hereby, notifies the listed branches/offices of the following Banks/Insurance Companies in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Sl. No.	Name of the Bank/Insurance Company	Number of Branches/Offices
1.	State Bank of Patiala	09
2.	State Bank of Bikaner and Jaipur	13
3.	Andhra Bank	10
4.	Allahabad Bank	98
5.	Union Bank of India	63
6.	Indian Bank	17
7.	State Bank of Indore	31
8.	Central Bank of India	39
9.	State Bank of Hyderabad	53
10.	Oriental Bank of Commerce	85
11.	Syndicate Bank	38
12.	State Bank of Travancore	01
13.	Bank of Maharashtra	38
14.	Punjab National Bank	33
15.	General Insurance Corporation of India	01
16.	Life Insurance Corporation of India	43
17.	Oriental Insurance Company Limited	19
Total		591

[फा. सं. 11016/4/2007-Hindi]

REMESH BABU ANIYERY, Jt. Director (OL)

STATE BANK OF PATIALA

1. State Bank Of Patiala
Zonal Office SCO-7 Sector-5, Punchkula, Haryana
2. State Bank Of Patiala
Zonal Office S.C.O. No. 99-107 Madhya Marg, Sector 8-C, Chandigarh 160009
3. State Bank Of Patiala
Regional Office Near Timber House Cart Road Shimla-171 001
4. State Bank Of Patiala
Regional Office Sauli Khadd Mandi (H.P.)-175 001
5. State Bank Of Patiala
Regional Office 21, Vidhan Sabha Marg 1st Floor Lucknow-226 001
6. State Bank Of Patiala
Regional Office SCO. 9-10 Sector-25 Huda Panipat-132 103

7. State Bank of Patiala,
Regional Office Kothi No. 120, Sector 15A,
Hissar.
8. State Bank of Patiala,
Regional Office, SCO-7 Sector-5,
Punchkula.
9. State Bank of Patiala,
Vasupujya Chambers, Ashram Road,
Ahmedabad (Gujarat), Pin Code No. 380014
Branch Code No. 5345.

**STATE BANK OF BIKANER AND JAIPUR,
HEAD OFFICE, JAIPUR**

Office to be notified in the Official Gazette under
Rule 10(4) of Official Language Rules, 1976.

R.A.S.E.C.C., BIKANER

Address :

1. Retial Assest Small Enterprise Credit Centre,
Binani Building, Alakh Sagar Road,
Bikaner.

KARNAL

2. Sector 12, Part-1, Urban Estate,
Karnal.

PACHERIKALAN

3. Pacheri Kalan Distt.-Jhunjhunu.

DHANBAD

4. Hotel V.I.P. Complex,
Bank Road, Dhanbad-828001

REGIONAL OFFICE, CHANDIGARH

5. Regional Office, Sector-D,
Chandigarh-160017.

KHANNA

6. Purewal Tower, Samrula Chowk, G.T. Road,
Khanna-141401, Punjab.

JHANSI

7. 524, Sadar Bazar, Jhanshi (U.P.)

JODHPUR PARK, KOLKATA

8. First Storey, 71, Jodhpur Park,
Kolkata-700068.

KAMALA NAGAR, AGRA

9. G-685, Kamala Nagar, Agra

AJAYA NAGAR, KOLKATA

10. 333, Ajay Nagar, Kolkata-700075

RASECC, JODHPUR

11. RASECC, State Bank of Bikaner and Jaipur,
1st Floor, Jalori Gate Branch,
Jodhpur-342 001.

RANI (PALI)

12. State Bank of Bikaner and Jaipur, Rani,
District-Pali.

REGIONAL OFFICE, AJMER

13. State Bank of Bikaner and Jaipur,
Regional Office-V, Plot No. 14, Ashok Vihar Colony,
Vaishali Nagar, Main Road, Shantipur, Ajmer.

ANDHRA BANK

List of Branches to be notified under rule 10(4) of Official
Language Rules, 1976

1. Andhra Bank Jayanagar Branch, Saidabad,
Hyderabad-500 059.
2. Andhra Bank, G-3, Rajalakshmi Apartment,
Street No 8, Habsiguda,
Hyderabad-500 007.
3. Andhra Bank, Opposite Uppal Bus Depot,
Peerjadiguda Hyderabad-500 031.
4. Andhra Bank, Near E-Seva, Ramnagar,
Hyderabad-500 020.
5. Andhra Bank, Marthoma Centre Branch, Neredmet,
Vinayaknagar, Hyderabad
6. Andhra Bank, Diamond Point Branch Sikh Village
Secunderabad-500 009.
7. Andhra Bank Venkatapuram Branch, Alwal,
Secunderabad-500 015.
8. Andhra Bank, Meerpet Branch, Saroomnagar,
Mandal, Ranga Reddy District,
Hyderabad-500 079.
9. Andhra Bank, Anandbagh Branch, Malkajgiri
Secunderabad, Hyderabad-500 047.
10. Andhra Bank, S.A.R.M. Branch, Andhra Bank
Building, Koti, Sultan Bazar,
Hyderabad-500 195.

ALLAHABAD BANK

PROFORMA-II

Sl. No. Name and Address

1. Allahabad Bank,
Vill. 163-B, Nehru Colony, P.O. Haridwar Road,
Dehradun (Uttaranchal).
2. Allahabad Bank,
Koel Ghati, Near Akhand Ashram, Haridwar Road,
Rishikesh (Uttaranchal)
3. Allahabad Bank,
Vishnu Market, Siltham Pithauragarh,
(Uttaranchal).
4. Allahabad Bank,
Mall Road, Pauri (Uttaranchal).
5. Allahabad Bank.
Rudrapur Road, Near Roadways Bus Stand
Kichha, U.S. Nagar (Uttaranchal).
6. Allahabad Bank
Govardhan Vilas, Udaipur Branch,
Udaipur (Rajasthan).
7. Allahabad Bank,
11 A, Kumbha Marg, New Phatehpura,
Udaipur (Rajasthan)
8. Allahabad Bank
361, Himmat Nagar, Gopalpura Circle, Tonk Road,
Jaipur (Rajasthan)
9. Allahabad Bank,
Ujjwas Niwas, B-Road, Paota,
Jodhpur (Rajasthan)
10. Allahabad Bank,
1/5, Rajasthan Housing Board Colony, Bhiwadi
Distt. Alwar (Rajasthan).
11. Allahabad Bank
Bhopalwala Arya S.S. School,
Sriganganagar, (Rajasthan).

12. Allahabad Bank,
Paili Bhatoli Branch, P.O. Durgapur,
Block & Distt. Chandrapur,
(Maharashtra).
13. Allahabad Bank,
Wardhamaneri Branch, Near Bus Stand,
Distt. Wardha, (Maharashtra).
14. Allahabad Bank,
Yelakeli Branch, Taluka Seloo,
Distt. Wardh, (Maharashtra).
15. Allahabad Bank
Ramnagar, Yawali Branch, Yawali Taluk &
Distt. Yawatmal, (Maharashtra).
16. Allahabad Bank,
Andheri (West) No. 188 Rajesh Centre,
S. V. Road, Above Alfa Restaurant, Andheri (W).
Mumbai-400069.
17. Allahabad Bank
Bandra (West), Zainub Villa, 187, Turner Road,
Bandra (W), Mumbai-400050.
18. Allahabad Bank,
Ghatkopar (East), K.K. Chhaya Building,
TPS No. 3, Pant Nagar, Ghatkopar (E),
Mumbai-400077.
19. Allahabad Bank,
Goregaon (West), Kiran Industrial Estate,
M. G. Road, Goregaon (W) Mumbai-400062.
20. Allahabad Bank,
Kalbadevi, 63/65, Morarji Kanji Building,
Dr. Atmaram Merchant Road, Mumbai-400002.
21. Allahabad Bank,
Parel, Dr. Ambedkar Road, P.B. 6610,
Mumbai-400012.
22. Allahabad Bank,
Sion, House No. 1-A/1 & 1-A/2, Plot No. 277,
New Sion, Cooperative Housing Society, Sindhi
Colony, Opp Grukrupa Hotel, Sion (W),
Mumbai-400022.
23. Allahabad Bank
Worli, Manish Commercial Centre,
216, Dr. Annie Besant Road, Worli,
Mumbai-400022.
24. Allahabad Bank,
Unit No. 2 Arenja Arcade, Sector-17,
New Mumbai, Distt. Thane-400703.
25. Allahabad Bank,
Recovery Branch, No. 188 Rajesh Centre, S. V.
Road, Above Alfa Restaurant, Andheri (W)
Mumbai-400069.
26. Allahabad Bank,
Fort, 37, Mumbai Samachar Marg, P.B. No. 282,
Fort, Mumbai-400023.
27. Allahabad Bank,
International Branch, T-4, World Trade Centre,
2nd floor, Cuffe Parade, Colaba, Mumbai-400005.
28. Allahabad Bank,
Industrial Finance Branch,
3, Dinshaw Vachha Road, Mumbai-400020.
29. Allahabad Bank,
Juhu Ville Parle, Plot No. A-2, Model Town Co-
op. Hsg. Society, PO: Ghazal Juhu, Vile Parle Dev.
Scheme, Mumbai-400049.
30. Allahabad Bank,
Service Branch, 37, Mumbai Samachar Marg,
P.B. No. 282, Fort, Mumbai-400023.
31. Allahabad Bank,
Quick Collection Service, 37, Mumbai Samachar
Marg, P.B. No. 282, Fort, Mumbai-400023.
32. Allahabad Bank,
Treasury, 37, Mumbai Samachar Marg,
P.B. No. 282, Fort, Mumbai-400023.
33. Allahabad Bank,
NIBM Kondhwa Branch, Sunshree Woods
Commercial Bldg, NIBM Road Kondhwa Khurd,
Pune-411048.
34. Allahabad Bank,
Mapuca Goa Hotel, Satya Heera Building,
Near Hanuman Temple, Mapuca Goa,
Distt. North Goa, Goa-403507.
35. Allahabad Bank,
Rani Durgawati Vishwavidyalaya Branch,
RDVV Premises, Pachpedi South Civil Line,
Distt. Jabalpur, Pin 482001.
36. Allahabad Bank,
International Branch, Puri Market, Court Road,
Distt. Moradabad (U.P.)-244001.
37. Allahabad Bank,
Pakadia Naugswan, Near Mandi Asthal P.O. & Vill.
Pakadia, Naugawan, Distt. Pilibhit (UP)
38. Allahabad Bank,
New Agra, C-2/48, Grives Complex, Kamla Nagar,
Agra (UP).
39. Allahabad Bank,
Alipur Bhadar, Vill & PO Alipur Bhadar,
Distt. Fatehpur (UP).
40. Allahabad Bank,
Makanpur Mahoi, Vill. & PO Mahoi,
Distt. Fatehpur (UP).
41. Allahabad Bank,
Saifai Vill & PO Saifai Distt.-Etawah (UP).
42. Allahabad Bank,
Tirwa, Vill & PO Tirwa, Distt.-Kannauj (UP).
43. Allahabad Bank,
Agra Khandari, Padam Chandra Institute,
Khandari, Agra (UP).
44. Allahabad Bank,
City Montessori School, Br. Vishal Khand,
Gomati Nagar-2, Lucknow 226010 (UP).
45. Allahabad Bank,
Janakipuram Branch, Adarsh Complex
Engineering Crossing, Janakipuram-Lucknow, (UP).

46. Allahabad Bank,
Lalganj Branch, 1st Floor, Tejgaon Complex,
Lalganj, Distt. Rae Bareli (UP).
47. Allahabad Bank,
Maharshi Vidya mandir, Sitapur Road, IIM Turn,
Lucknow-226020 (UP).
48. Allahabad Bank,
F.D.S.O., K G Dental University, Lucknow-226003
(UP).
49. Allahabad Bank,
Mohanganj, Rae Bareli Road, Mohanganj,
Tehsil-Tiloi, Distt. Rae Bareli (UP).
50. Allahabad Bank,
Salon, Mohalla Paigambarpur, Post Salon,
Distt. Rae Bareli (UP).
51. Allahabad Bank,
Unchahar, Allahabad Road, Main Market,
Unchahar, Distt. Rae Bareli (UP).
52. Allahabad Bank,
Jagdishpur, Shantivan, Jagdishpur,
Distt. Sultanpur (UP).
53. Allahabad Bank,
Musafirchana, Opp. P.H.C. Ward No. 10,
Musafirchana, Distt. Sultanpur (UP).
54. Allahabad Bank,
Maharajganj Bachrawan Road, Maharajganj,
Distt. Rae Bareli (UP).
55. Allahabad Bank,
Staff College Branch, 21/483, Indira Nagar,
Lucknow (UP).
56. Allahabad Bank,
Zonal Office Court Road Deoghar,
Jharkhand-814112.
57. Allahabad Bank,
Deoghar, New Sarwan Road, Deoghar,
Jharkhand-814112.
58. Allahabad Bank,
Jamtara New Town, Near Gandhi Maidan,
Jharkhand.
59. Allahabad Bank,
Daltonganj, House of Gopal Lal Agarwal, Arhat
Road, Daltonganj, Distt. Palamu, Jharkhand.
60. Allahabad Bank,
Saraikela, Ward No. 2, House of Hariharprasad
Sahu, Distt. Saraikela, Jharkhand-833219.
61. Allahabad Bank,
Simdega Main Road, Distt. Simdega,
Jharkhand-835223.
62. Allahabad Bank,
Brambe, Central Training Institute, Brambe, Distt.
Ranchi, Jharkhand.
63. Allahabad Bank,
Saint Andrews College Branch,
Gorakhpur, (UP).
64. Allahabad Bank,
J.N.N. Public School, Gorakhnath,
Gorakhpur, (UP).
65. Allahabad Bank,
Bairia Branch, P.O. Bairia Distt. Ballia, (UP).
66. Allahabad Bank,
Khora Ganeshji Road, Madanganj, Kishangadh,
Distt. Ajmer, Rajasthan.
67. Allahabad Bank,
Gali No. 1 Raja Park, Jaipur, Rajasthan.
68. Allahabad Bank,
KEC International Ltd., Jotwara, Road, Jaipur,
Rajasthan.
69. Allahabad Bank,
C-206, RIICO Colony, Anbu Road, Distt. Sirohi,
Rajasthan.
70. Allahabad Bank,
Jila Parishad Branch, Orai, Distt. Jalaun (U.P.).
71. Allahabad Bank,
Sector 34A, Sco 23-24-25, Distt. Chandigarh,
Chandigarh (UT) 160022.
72. Allahabad Bank,
Phawara Chowk, Old Bus Stand, Civil Road
Gohana, Distt. Sonapat, Haryana-131301.
73. Allahabad Bank,
SCF/90, Green Square Market, Distt. Hissar,
Haryana-125001.
74. Allahabad Bank,
G.T. Road, Opp. Bus Stand, Palwal,
Distt. Faridabad, Haryana.
75. Allahabad Bank,
Service Branch, SCO 49-50, (3rd Floor), Bank
Square, Sector 17-B, Chandigarh-160017.
76. Allahabad Bank,
Civil Lines Branch, 22, P.D. Tandon Marg,
Allahabad, Uttar Pradesh.
77. Allahabad Bank,
Recovery Branch 22, P.D. Tandon Marg,
Allahabad, Uttar Pradesh.
78. Allahabad Bank,
Chandauli Branch, G.T. Road, Vill. & Post
Chandauli, Uttar Pradesh.
79. Allahabad Bank,
Kachnar Branch (Rajatalab), G.T. Road, Rajatalab,
Distt. Varanasi, Uttar Pradesh.
80. Allahabad Bank,
Varanasi Kashi Vidyapeeth University, Mahatma
Gandhi Kashi Vidyapeeth Campus,
Distt. Varanasi, Uttar Pradesh.
81. Allahabad Bank,
Saidpur Branch, Vill. & Post Saidpur,
Distt. Ghazipur, Uttar Pradesh.
82. Allahabad Bank,
Service Branch Varanasi Kashi Vidyapeeth Road
C/314-2 Vidyapeeth Road, Distt. Varanasi,
Uttar Pradesh.

83. Allahabad Bank,
Devgaon Branch, Varanasi-Azamgarh Road,
Distt. Varanasi, Uttar Pradesh.
84. Allahabad Bank,
Varanasi Shivpurva Branch, House No. D-59/6F,
Rathyatra Crossing Mahmoorganj Road,
Varanasi, Uttar Pradesh.
85. Allahabad Bank,
Jiyanpur Branch, Vill. & post Jiyanpur,
Distt. Azamgarh, Uttar Pradesh.
86. Allahabad Bank,
Ravindrapuri Branch, B-36/10 P-J, Opp. Manas
Mandir Lanka Road, Varanasi, Uttar Pradesh.
87. Allahabad Bank,
Varanasi S.S. Vishvidyalaya, Sampurnand
Sanskrit Vishvidyalaya Campus Jagat Ganj,
Varanasi, Uttar Pradesh.
88. Allahabad Bank,
Varanasi U.P. College Campus Branch Bhojibir,
Varanasi, Uttar Pradesh.
89. Allahabad Bank,
Rohini Branch, Sector-14 Extn. Rohini,
Delhi-110085.
90. Allahabad Bank,
Quick Collection Service Branch,
17, Sansad Marg, New Delhi-110001.
91. Allahabad Bank,
Industrial Finance Branch, 17, Sansad Marg,
New Delhi-110001.
92. Allahabad Bank,
New Rajendra Nagar, New Delhi-110060.
93. Allahabad Bank,
B-3, Bulbul Nest, Ashok Niketan, Anand Vihar,
New Delhi-110092.
94. Allahabad Bank,
Service Branch 1, Scindia House, Janpath,
New Delhi-110001.
95. Allahabad Bank,
Janakpuri Branch, A-3/32, Janakpuri,
New Delhi.
96. Allahabad Bank,
12-C, Meera Nagar, Bhilwara Road, Chittorgarh,
Rajasthan.
97. Allahabad Bank,
Trehan Bhawan, Sikar, Rajasthan.
98. Allahabad Bank,
Pugalia Bhawan, Khara Road, Balotra, Distt.
Barmer, Rajasthan.

UNION BANK OF INDIA

Official Language Implementation Division, Central
Office, Mumbai

Branches/Offices recommended for notification under
Official Language Rule 10(4)

Name and Address of the Regional Office :

DELHI

1. Union Bank of India
Sector 62, Noida Branch, C-56 A/28, Sector-62,
Noida, Uttar Pradesh, Pin-201 307

CHANDIGARH

2. Union Bank of India,
Branch-C.R. College of Education Rajgadh Road,
Hissar, Pin-125 001
3. Union Bank of India,
Branch-Sector-32, Chandigarh (U.T.).

JAIPUR

4. Union Bank of India,
Jhunjhunu Branch, House No. D-14(Ka)
Jhunjhunu-333 001.
5. Union Bank of India,
Sukhadia Circle Branch, Hindustan Zinc Bhavan,
Udaipur-313001.

RAIPUR

6. Union Bank of India,
Ambikapur Branch, Deviganj Road,
Post-Ambikapur, Distt. Sarguja, C.G. 497 001.
7. Union Bank of India,
Champa Branch, Barpali Chowk, Station Road,
Post Champa, Distt. Janjgir-Champa C.G.
Pin-495 671.

JABALPUR

8. Union Bank of India,
Madan mahal Branch, Opp. Gulati Petrol Pump,
Madan Mahal, Nagpur, Jabalpur (M.P.) 482 002.
9. Union Bank of India,
Gotegaon Branch, Chaurasia Complex main Road,
Gotegaon, Distt. Narsinghpur-487118.
10. Union Bank of India,
Service Branch, Shyam Arcade, Malviya Chowk,
Jabalpur (M.P.), 482001.

LUCKNOW

11. Union Bank of India,
Jankipuram Branch, 1/C, 1/343, Sector-G, Sahara
Estate Road, Aliganj Extension, Distt. Lucknow,
Uttar Pradesh-226021.
12. Union Bank of India,
Branch-Faizabad Road, Lucknow Matiyari
Chauraha, Chhat, Faizabad Road, Distt.
Lucknow Uttar Pradesh-266 016.

KANPUR

13. Union Bank of India,
Barra World Bank Branch, J-19 & J-19A,
Barra World Bank, Karrhi Road, Kanpur,
Uttar Pradesh-208027.
14. Union Bank of India,
Yashoda Nagar Branch 81, Pashupati Nagar,
Yashoda Nagar, Kanpur, Uttar Pradesh-208011.

MEERUT

15. Union Bank of India,
Bulandshahr Branch, Raja Babu Road,
Bulandshahr-203 001, Distt. Bulandshahr (U.P.).
16. Union Bank of India,
Sonkh Crossing Mathura Branch, Sonkh
Crossing Mathura, Distt. Mathura, Uttar Pradesh.

17. Union Bank of India
Rampur Civil Lines, Jamia Tus Salehat, Maulana
Shaukat Ali Road, Civil Lines, Rampur-244901
(Uttar Pradesh)
18. Union Bank of India
Bijnor Branch, Kothi Antaghar, 183, Civil Lines,
Bijnor, Distt. Bijnor, Uttar Pradesh
19. Union Bank of India
Nagar Nigam, Ghaziabad, Nagar nigam, Navyug
Market, Ghaziabad-201 001 (U.P.)
20. Union Bank of India
Rajnagar Ghaziabad, St. Paul Academy, Sector-9,
Rajnagar, Ghaziabad-201001 (U.P.)

AZAMGARH

21. Union Bank of India
Belaia Branch, near Chanakya Cinema Hall
Sarfuiddinpur, Azamgarh (U.P.) Pin-276001

RANCHI

22. Union Bank of India
Deoghar Branch, Indralok Complex, Tower
Chowk, Station Road, Deoghar, Pin-814001,
Distt. Deoghar, (Jharkhand)
23. Union Bank of India
Chaibasa Branch, New Jain Market, Court Road,
Chaibasa, Pin-833201, Distt. Chaibasa,
(Jharkhand)

BARODA

24. Union Bank of India
Waracha Road Branch, Shantaba Complex,
Waracha Road, Surat-395006

AHMEDABAD

25. Union Bank of India
Drive-in-Road Branch, Shailly Complex,
Near Surdhara Circle, Sai Hospital Road,
Off Drive-in-Road, Ahmedabad-380054

THANE

26. Union Bank of India
Ghodbunder Road Branch, Gala No. 7 to 11,
Ground Floor, Solitaire Towers, Ghodbunder
Road, Chitalsar, Manpada, Thane (West), 400607
27. Union Bank of India
Airoli Branch, Blacksmith Tower, Ground Floor,
Plot No. 14, Sector 6, Airoli, Navi Mumbai-400708
28. Union Bank of India
Wadkhal Branch, Post Wadkhal, Wadkhal Naka,
Taluka Pen, District Raigad 402107

BANGALORE

29. Union Bank of India
HSR Layout Branch,
Sri Rajarajeshwarinagar, 9th main, VII Sector,
HSR Layout, Bangalore
30. Union Bank of India
R T Nagar Branch, 254/1BMP, 5th Cross,
Vasantapp Block, R.T Nagar, Bangalore

31. Union Bank of India
PES School of Engineering Hosur Road, Near
Electronic City, Bangalore-560100
32. Union Bank of India
Kuvempunagar Branch, 111, CSG Arcade,
Ganganchumbi, Double Road, Kuvempunagar,
Mysore-570023,

HYDERABAD

33. Union Bank of India
Mehadipatnam Branch, Syed Plaza, Opp. Cristal
Garden, Attapur Road, Marutnagar,
Mehadipatnam Ring Road, Hyderabad-500008
34. Union Bank of India
Kamlapuri Colony Branch, Plot No. 335, Phase III,
Near Kamalapuri Colony, Srinagar Colony,
Hyderabad-500073

VIJAYWADA

35. Union Bank of India
Service Branch, 1st Floor, Rishab Towers,
Convent Street, Vijaywada 520001, Distt. Krishna,
(Andhra Pradesh)
36. Union Bank of India
Gudivada Branch, Ground Floor, 10-137, Opp.
Gandhi Bomma, Eluru Road, Guidivada, 521301,
Distt. Krishna, (Andhra Pradesh)
37. Union Bank of India
Machilipatnam Branch, Ground Floor, 18/1,
Opp. RTC Bus Stand, Englishpalem,
Machilipatnam-521001, Distt. Krishna,
(Andhra Pradesh)
38. Union Bank of India
Mandanpalle Branch, Ground Floor, No. 15-6-05-
02, Opp. RTC Bus Stand, Madanapalle 517325,
Chittoor Distt. (A.P.)

VISHAKHAPATNAM

39. Union Bank of India
Gajuwaka Branch, Door No. 7-5-59, R.K. Plaza,
Chettivanipalem NH-5, Opposite Elecricl
Sub-Station, Gajuwaka-530026, Post & Distt.
Visakhapatnam
40. Union Bank of India
Madhuravada Branch, Door No. 6-111/6,
Shri Subbalakshmi Complex, Near Durga Theatre,
Chandrapalem, NH-5, Madhuravada-530041,
Post & Distt. Visakhapatnam
41. Union Bank of India
Tuni Branch, Door No. 8-10-58, Opp. Kanyaka
Parameswari Temple, Bellapu Veedhi,
Tuni-533401, East Godavari District
42. Union Bank of India
Narsipatnam Branch, Door No. 34-125/1, Ramarao
Peta, Narsipatnam-531116, Distt. Visakhapatnam
43. Union Bank of India
Mandapeta Branch, Door No. 34-16-7, Kamath
Arcade, Main Road, Mandapeta-533308, East
Godavari District

44. Union Bank of India
Atchutapuram Branch, Door No. 5-45,
Pudimadaka Road, Atchutapuram, Pin Code
531011 Distt. Visakhapatnam

BHUVANESHWAR

45. Union Bank of India
Barbil Branch, Station Road, Barbil,
Distt. Keonjhar-758035, Orissa

ERNAKULAM

46. Union Bank of India
Kalamassery Branch, IV/465-A, Opp. Apollo
Tyres Ltd., North Kalamassery-683104,
Distt. Ernakulam, (Kerala)
47. Union Bank of India
Poonithura Branch, 29/2862-A, Aditya Gandhi
Square, Poonithura 682317, Distt. Ernakulam,
(Kerala)
48. Union Bank of India
Mulanthuruthy Branch, Karickal Estate,
Chottanicara Road, Mulanthuruthy 682314,
Distt. Ernakulam, (Kerala)
49. Union Bank of India
Vadanapally Branch, VII/491, L-P. micas Building,
Vadanapally-680514, Distt. Thrissur (Kerala)
50. Union Bank of India
Kunnamkulam Branch, Cross View Building,
Guruvayoor Road, Kunnamkulam-680503,
Distt. Thrissur (Kerala)
51. Union Bank of India
Tirur Branch, 20/1042-A, Kundini Complex
Hospital Road, Thayepalam, Tirur-676101,
Distt. Malappuram (Kerala)
52. Union Bank of India
Peringottukara Branch, VI/163-164, Ramakrishna
Building, Peringottukara-680565, Distt. Thrissur,
(Kerala)
53. Union Bank of India
Mullassery Branch, VIII/266, Vilikiyat Building,
Mullassery-680509, Distt. Thrissur (Kerala)

TIRUVANTAPURAM

54. Union Bank of India
Attingal Branch, Shams complex, Opp. KSRTC,
Bus Stand, Attingal, Trivandrum Distt.,
Kerala 695101
55. Union Bank of India
Pattom Branch, Keshavadasapuram Junction,
Thiruvananthapuram, Kerala 695004
56. Union Bank of India
Peroorkada Branch, A1 Madolil R.J. Towers,
Peroorkada, Thiruvananthapuram, Kerala 695005
57. Union Bank of India
Kollam Civil Station Branch, Deva priya Complex,
High School junction, Kollam 695009 Kerala

GUWAHATI

58. Union Bank of India
Adabari Branch, Habibur-Rahman Shopping
Complex, 1st Floor, Adabari Main Road,
Opp. Adabari Bus Stand, Guwahati-781014
59. Union Bank of India
Hatigaon Branch, Main Road Hathigaon Chariali,
Hatigaon Vetapara, VIP Road, Post Dispur
Sachivalaya, Distt. Kamrup (Urban)
Guwahati-781038
60. Union Bank of India
Duliajan Branch, Station Road Daily Bazar,
Post-Duliajan, Distt. Dibrugarh,
Pin Code 786602
61. Union Bank of India
L.N. Bari Road Branch, 13, Thana Road, Ganraj
Chauhanhant, Post-Agartala, Distt. West Tripura,
Tripura-799001
62. Union Bank of India
G.S. Road Branch, Jugal Bazar, 1st Floor,
Ganeshguri Chariali, Post Dispur, Guwahati, Distt.
Kamrup (Urban), Pin Code-781006
63. Union Bank of India
Hijuguri Branch, Amar Complex, 1st Floor,
A.T. Road, Hijuguri, Post-Tinsukia,
Pin Code-786125

INDIAN BANK

List of Branches/Offices of Indian Bank to be notified
under Rule 10(4) of Official Language Rules in the Gazette
of Government of India

1. Indian Bank
Circle office : Liberty Plaza 4th floor Himayat Nagar
Hyderabad-5000029, A.P.
2. Indian Bank
Kukatpalli : Plot number 70, phase-I Dharamareddy
colony, Near (opp) : J.N.T.U. Kukatpalli Hyderabad-5000072, A.P.
3. Indian Bank
Gachibowli : Plot number 12-16, Survey number 93,
Cyber Apartments, Gachibowli Hyderabad-500008,
A.P.
4. Indian Bank
Banzara Hills : Flat Number 101, Lapolam caves,
Road Number 12, Banzara Hills Hyderabad-5000045,
A.P.
5. Indian Bank
Mosapeth : Indian Contamer Depo Goodshed
Road, Mosapeth Hyderabad-5000029, A.P.
6. Indian Bank
Kalyannagar : Door number 8-3-168/M/13,
Shriramnagar, Kalyannagar, Phase-III, Yusufguda
Post, Hyderabad-5000045, A.P.
7. Indian Bank
B-1/7, Ashok Vihar Phase II New Delhi-110052
8. Indian Bank
C-47, Preet Vihar Vikas Marg New Delhi-110092

9. Indian Bank
Agrawal Tarun Plaza DDA Shopping Centre Tarun Plaza Pitampura Delhi-110034
10. Indian Bank Jamiya Millia Islamia Branch Moulana Mohd. Ali Jowhar Marg Jamiya Nagar New Delhi-110025
11. Indian Bank
Agarwal Mal I Floor Plot No. 3 Sector-5 Ashirwad Chowk Dwarka New Delhi-110075
12. Indian Bank
Assest Recovery Management Branch Upper Ground Floor World Trade Centre Babar Road New Delhi 110001.
13. Indian Bank
Show Room No. 4-5-7-8 Raheja Ground Floor, Front Side IMT Manesar Gurgaon Haryana-122050
14. Indian Bank
G-3, Orchid Square Ground Floor Sushant Lok Gurgaon Haryana 122002
15. Indian Bank
1491/31, Shivaji Colony Chowk Rohtak, Haryana 124001.
16. Indian Bank
DAV College Chandigarh Road Hoshiarpur, Punjab-146001.
17. Indian Bank
56 A/B, Gandhi Nagar Jammu, Jammu & Kashmir 1800004.
11. Sonagiri Branch (CodeNo. 442) H-7, Sarla Towar, Piplani, Opposite Petrol pump, Bhopal-462021
12. Jaora Sugar Mill Branch, Code No.446, Near Petrol Pump, Chaupati, Jaora-457226.
13. A.B.Road Branch, Code No.450, Scheme No.54, A.B.Road, Near Press Complex, Indore-452010
14. Umaria Branch, Code No.451, Near Gandhi Chowk, Umaria-484661
15. Dindori Branch, Code No. 452, Main Road, Dindori-481880
16. Personal Banking Branch, Jabalpur, Code No.454, Sadar Cant, Main Road-Jabalpur-482001
17. Rajendra Nagar, Branch Indore, Code No. 457, 119 B, Abhiman Plaza, Rajendra Nagar, Indore-452012
18. Annapurna Road, Br. Indore, Code No.458, Bank Colony, Annapurna Road, Indore-452009
19. Kurwar Branch, Rajgarh, Code No. 459, Kurear Mandi, Distt. Rajgarh (Blora)-465674
20. Rau Branch, Code No. 460, Opposite Govt. Girls Higher Secondary School, A.B.Road Rau-453331
21. Areara Hills Branch, Bhopal, Code No. 461, Plot No.59, New Narmada Bhawan, A-Wing, First Floor, Arera Hills, Bhopal-462001
22. Regional Office, Ratlam, Code No. 471, 2 Freeganj, Do Batti Chouraha, Ratlam-457001.
23. Central Pension Processing Centre, Code No. 472, 163, Ghiya Chambers, Kanchanbagh, Indore-452001.
24. Small Enterprises Credit Cell, Code No. 475, 22, Palshikar Colony, Indore-452004.
25. Retail Assests & Small Enterprises Credit Cell, Code No. 476, 1, Arera Hills, Bhopal-462004.
26. Currency administration Cell, Code No. 480, Scheme No.54, A.B.Road, Near Press Complex, Indore-452010.
27. Retail Assets Credit processing centre, Code No. 478, 1st, Floor, Kothari Market, M.G.Road, Indore-452007.

STATE BANK OF INDORE

List of Branches/Offices for notification under rule 10(4) of Rajasthan Niyam, 1976.

MADHYA PRADESH

1. Ring Road, Bombay Hospital Branch, 463, Code No. 1 P.U. 4, Near Bombay Hospital, Ring Road, Indore-452010
2. Pachore Branch, (Code No. 465) A.B. Road, Pachore (Distt. Rajgarh)-465683
3. Mandleshwar Branch, (Code No. 466) 2, Chhapandev Marg, Ward No. 14, Kasturba Road square, Near Bus Stand, Mandleshwar-451221
4. Holkar Science College Branch, (Code No. 467) Holkar Science College Campus, Indore-452017
5. I.E.T. Branch, (Code No. 470) I.E.T., Khandwa Road, Indore-452017
6. Seoni Malwa Branch, (Code No. 474), 131 Seth Pusamal Marg Jain Swetamber Mandir Trust Bhawan, Ward No. 11, Seoni Malwa-461223
7. Housing Finance Branch (Code No. 441) Khel Prashal, Race Course Road, Indore-452003
8. Spl. Assets Maharani Recovery Management Branch (Code No. 444) 9, Maharani Road, Siyaganj, Indore-452007
9. Mid Corporate Commercial Branch (CodeNo. 447) 12, Agrawal Nagar, Sapna Sangeeta Road, Indore- 452001
10. Service Branch Jabalpur (CodeNo. 448) Sadar Cant, Main Road Jabalpur- 482001

NEW DELHI

28. Retail Assets & Small Enterprises Credit Cell, Code No.477, 16/15, WEA Arya Samaj Road, Karol Bagh, New Delhi-110005.

CHHATISGARH

29. Motibagh Branch, Raipur, Code No. 443, F-Block, Modern Complex, Motibagh, Raipur-492001.

RAJASTHAN

30. Udaipur Branch, Code No. 449, Exchange Complex, Udaipur-313001.

UTTAR PRADESH

31. Collectorate Campus Branch, Agra, Code No. 464, Collectorate Campus, Agra (U.P.)-282010.

CENTRAL BANK OF INDIA

1. Central Bank of India,
Chhatrapura Branch, 100, Jawahar Marg, Kanpur
Jhansi Road, Chhatrapura, Dist Chhatrapura,
Pin-471001.
2. Central Bank of India,
Rasulian Branch, SMP Gate No.1, Harda Road,
Rasulian Hosangabad M.P.
3. Central Bank of India,
Piparia Branch, Kirana Bajar, Purana Gala Mandi,
Piparia, M.P.
4. Central Bank of India,
Moginand Branch, Gaon & Dakkhana Moginand,
Dist. Sirmore, Tahsil Nahan - 173030.
5. Central Bank of India,
Mandi Gutkar Branch, Main Road, N H - 21, Dist
Mandi, Tahsil Sadarmandi - 175021.
6. Central Bank of India,
Urban Estate Branch, SCF 45, Sector - 7, Dist.
Karnal, Urban Estate Karnal - 132001.
7. Central Bank of India,
Sukhpura Chowk, Sukhpura 63-66, Ward NO.12, Dist
Rohtak.
8. Central Bank of India,
Saha Branch, 71 - A, Near Bus Stand, Sahjadpur
Road, Dist. Ambala, Saha - 133104.
9. Central Bank of India,
Dharmshala Branch, Main Market, Dist. Dharmshala,
Pin - 176032.
10. Central Bank of India,
Narvana Branch, DSS 15, Huda Commercial, Near
Railway Road, Dist. Jind, Narvana - 126116.
11. Central Bank of India,
Bahadurgarh Branch, Vaishya Arya Kaneya
Mahavidhyala, Dist. Jhajjar, Bahadurgarh - 123307.
12. Central Bank of India,
Rohtak Branch, All India Jat Hiroj Memorial College,
Delhi Road, Rohtak - 124001.
13. Central Bank of India,
Manmad Branch, Surana sankul, Shivaji Chowk,
Manmad - 423104, Maharashtra.
14. Central Bank of India,
Shrinivas Market, Old Kalvan Road, Behind S T
Stand, Dindori, Dist. Nasik Maharashtra.
15. Central Bank of India,
Gopalganj Branch, Yadopur Road, Dist. Gopalganj,
p.o. Gopalganj - 841428.
16. Central Bank of India,
Narsingpur Road (M.P.), Narsingpur Road - 480001,
Dist. - Chhindwara.
17. Central Bank of India,
Gopalganj Branch, Gopalganj Sagar M.P.,
Sagar - 470001.
18. Central Bank of India,
Parsoria Branch, Gram & Post Parsoria, Distt. Sagar
M.P., Parsoria - 470667.
19. Central Bank of India,
Bahrol Branch, Gram & Post Bahrol, Distt. Sagar
M.P., Bahrol - 470772.
20. Central Bank of India,
Sukhakheri Branch, Gram & Post Sukhakheri.
Tahsil Gadarwara, Distt. Narsinghpur M.P.,
Sukhakheri - 487785.
21. Central Bank of India,
Regional Office, First Floor, Esslayhall, Rajpur Road,
Dehradun (Uttarkhand) - 248001.
22. Central Bank of India,
K.K Degree College, Etawah, U.P.
23. Central Bank of India,
LIC of India, Bareilly, U.P.
24. Central Bank of India,
Bijnore, Bijnore, U.P.
25. Central Bank of India,
Kiravali, Agra, U.P.
26. Central Bank of India,
D.A.V Collge, Karnpur, Dehradun (Uttarakhand)-
248001.
27. Central Bank of India,
Janta Mahavidhyala Ajitmal, Distt. Auriya U.P.
28. Central Bank of India,
Civil Lines, Rampur, U.P.
29. Central Bank of India,
L.R.P.G College, Gaziabad, U.P.
30. Central Bank of India,
Naurangabad, G.T. Road Naurangabad,
Alligarh, U.P.
31. Central Bank of India,
D.B.S. College, Karanpur, Deharadun
(Uttarakhand)- 248001.
32. Central Bank of India,
N.T.P.C. Distt. Auriya, U.P.
33. Central Bank of India,
Khiri, Lakhimpur Khiri, U.P.
34. Central Bank of India,
Regional Shrigandhi Ashram,
Alligarh, U.P.
35. Central Bank of India,
Cammbrion Hall, Dehradun (Uttarakhand)- 248001.
36. Central Bank of India,
Nagar Nigam Bareilly, Bareilly, U.P.
37. Central Bank of India,
Shahjanhapur, Shahjanhapur, U.P.
38. Central Bank of India,
Goverdhan, Dig Adda, Mathura, U.P.
39. Central Bank of India,
Zonal Office, 33, Central Bank Building, Netaji
Subhash Road, Kolkata - 700001.

STATE BANK OF HYDERABAD

List of Branches Eligible for being notified under
Rule 10 (4) of Official Languages Rules

1. State Bank of Hyderabad,
Alampur Branch, (Code No. 189), Mahaboobnagar
District, Pin - 509153.
2. State Bank of Hyderabad,
Balanagar Branch, (Code No. 442), Mahaboobnagar
District, Pin - 509202.
3. State Bank of Hyderabad,
Armoor Branch, (Code No. 110), Nizamabad
District, Pin - 503224.
4. State Bank of Hyderabad,
Ramkote Branch, (Code No. 350), Hyderabad,
Pin - 500001.
5. State Bank of Hyderabad,
Ramnagar Branch, (Code No. 471), Hyderabad,
Pin - 500020.
6. State Bank of Hyderabad,
Saidabad Branch, (Code No. 345), Hyderabad,
Pin - 500059.
7. State Bank of Hyderabad,
Secretariat Branch, (Code No. 77), Hyderabad,
Pin - 500022.
8. State Bank of Hyderabad,
Punjagutta Branch, (Code No. 72), Hyderabad,
Pin - 500082.
9. State Bank of Hyderabad,
Sultan Bazaar Branch, (Code No. 62), Hyderabad,
Pin - 500195.
10. State Bank of Hyderabad,
City Branch, (Code No. 73), Hyderabad,
Pin - 500002.
11. State Bank of Hyderabad,
Moghulpura Branch, (Code No. 596), Hyderabad,
Pin - 500001.
12. State Bank of Hyderabad,
NRI Branch, (Code No. 740), Hyderabad,
Pin - 500029.
13. State Bank of Hyderabad,
Nallakunta Branch, (Code No. 83), Hyderabad,
Pin - 500044.
14. State Bank of Hyderabad,
Nampally Station Road Branch, (Code No. 79),
Hyderabad, Pin - 500001.
15. State Bank of Hyderabad,
Malakpet Branch, (Code No. 61), Hyderabad,
Pin - 500024.
16. State Bank of Hyderabad,
Mahabbobgunj Branch, (Code No. 69), Hyderabad,
Pin - 500012.
17. State Bank of Hyderabad,
Janpahal Branch, (Code No. 686), Nalgonda
District, Pin - 508218.
18. State Bank of Hyderabad,
Jadcherla Branch, (Code No. 921), Nalgonda
Branch, Pin - 509301.
19. State Bank of Hyderabad,
Indiranagar Branch, (Code No. 835), Kamareddy,
Nizamabad district, Pin - 503111.
20. State Bank of Hyderabad,
MSR Nagar Branch, (Code No. 871), Kurnool,
Kurnool District, Pin - 518001.
21. State Bank of Hyderabad,
SIB Branch, (Code No. 932), Miryalguda, Nalgonda
District, Pin - 508207.
22. State Bank of Hyderabad,
Maithri Women's College Branch, (Code No. 952),
Nalgonda, Nalgonda District, Pin - 508001.
23. State Bank of Hyderabad,
Prakasham Bazaar Branch, (Code No. 819),
Nalgonda, Pin - 508001.
24. State Bank of Hyderabad,
Mettugadda Branch, (Code No. 920),
Mahaboobnagar, Mahaboobnagar District,
Pin - 509001.
25. State Bank of Hyderabad,
Nandyal Branch, (Code No. 677), Kurnool District,
Pin - 518501.
26. State Bank of Hyderabad,
Pragathi Bhavan Complex, (Code No. 961),
Nizamabad District, Pin - 503001.
27. State Bank of Hyderabad,
Nizamsagar Branch, (Code No. 552), Nizamabad
District, Pin - 503002.
28. State Bank of Hyderabad,
Pangal Branch, (Code No. 444), Nizamabad District,
Pin - 509112.
29. State Bank of Hyderabad,
Rajampet Branch, (Code No. 503) Nizamabad
District, Pin - 503001.
30. State Bank of Hyderabad,
Raithunagar (Mirzapur) Branch (Code No. 559)
Nizamabad District, Pin - 503301.
31. State Bank of Hyderabad,
Tirupathi (Main) Branch, (Code No. 328),
Tirupathi, Pin - 517501.
32. State Bank of Hyderabad,
Thorlikonda Branch, (Code No. 562) Nizamabad
District, Pin - 503175.
33. State Bank of Hyderabad,
Hunwada Branch, (Code No. 608), Mahaboobnagar
District, Pin - 509334.
34. State Bank of Hyderabad,
Husnabad Branch, (Code No. 618),
Mahaboobnagar District, Pin - 509350.
35. State Bank of Hyderabad,
ADB Gaddipally, (Code No. 481) Nalgonda District,
Pin - 508201.

36. State Bank of Hyderabad,
Chityal Branch, (Code No. 567), Nalgonda District,
Pin - 504306.
37. State Bank of Hyderabad,
Chivemula Branch, (Code No. 643) Nalgonda
District, Pin - 508213.
38. State Bank of Hyderabad,
Chandur Branch, (Code No. 368) Nizamabad
District, Pin - 503206.
39. State Bank of Hyderabad,
Bomraspet Branch, (Code No. 405)
Mahaboobnagar District, Pin - 509338.
40. State Bank of Hyderabad,
Bethavole Branch, (Code No. 563) Nalgonda
District, Pin - 508204.
41. State Bank of Hyderabad,
Donkal Branch, (Code No. 522) Nalgonda District,
Pin - 503311.
42. State Bank of Hyderabad,
Jakkal Branch, (Code No. 676) Mahaboobnagar
District, Pin - 509353.
43. State Bank of Hyderabad,
Kollapur Branch, (Code No. 195) Mahaboobnagar
District, Pin - 509102.
44. State Bank of Hyderabad,
Khudavanur Branch, (Code No. 550) Nizamabad
District, Pin - 503212.
45. State Bank of Hyderabad,
Kothakota Branch, (Code No. 690),
Mahaboobnagar District, Pin - 509381.
46. State Bank of Hyderabad,
PVN Colony Branch, (Code No. 856)
Mahaboobnagar, Mahaboobnagar Dist,
Pin - 509001.
47. State Bank of Hyderabad,
Nawabpet Branch, (Code No. 381) Mahaboobnagar
District, Pin - 509340.
48. State Bank of Hyderabad,
Palern Branch, (Code No. 738) Nizamabad District,
Pin - 503225.
49. State Bank of Hyderabad,
Pothangal Branch, (Code No. 747) Nizamabad
District, Pin - 503219.
50. State Bank of Hyderabad,
Pulicherla Branch, (Code No. 622) Nizamabad
District, Pin - 508266.
51. State Bank of Hyderabad,
Tirupathi Main Branch, P.M.R. Complex, Opp. New
Municipal Office, Tirupathi - 517501.
52. State Bank of Hyderabad,
Adinath Commercial Complex, Shop Nos. 1,2,
Bibvewadi, Pune - 411037.
53. State Bank of Hyderabad,
A-64, Gokuldharm, Geregaon East, Mumbai - 400063.

ORIENTAL BANK OF COMMERCE**Bareilly Region**

1. Oriental Bank of Commerce,
Guru Darshan Building, Kutchery Road, Lakhimpur
Khiri, Pin - 246731.
2. Oriental Bank of Commerce,
Alipur Chowk, Chopula, Delhi Road, Gajraula,
Pin - 244235.
3. Oriental Bank of Commerce,
Dr. Jakir Hussain Road, Dhampur (Distt.: Bijnor).
4. Oriental Bank of Commerce,
Nanda Lines, Ram Nagar, (Distt.: Nainital)
Uttaranchal.
5. Oriental Bank of Commerce,
Vill. Matkota, (SIDCUL) P.O.: Pant Nagar, (Distt.:
US Nagar) Uttaranchal.
6. Oriental Bank of Commerce,
C - 18B, Deen Dayal Puram, Bareilly, Pin - 243122.

Sriganganagar

7. Oriental Bank of Commerce,
5-D-7 (HUDCO) J.N.V. Nagar, Bikaner, Pin - 334003.
8. Oriental Bank of Commerce,
Kesar Villa, Alakh Sagar Road, Modern Market,
Bikaner, Pin - 334001.
9. Oriental Bank of Commerce,
Kothari Medical & Research Centre, Gajner Road,
Bikaner, Pin - 334004.
10. Oriental Bank of Commerce,
Engineering College, Poogal Road, Bikaner,
Pin - 334004.
11. Oriental Bank of Commerce,
Near Main Bus Stand, Chohilawali, Via: Pilibanga,
Distt.: Hanumangarh, Pin - 335803.
12. Oriental Bank of Commerce,
Sriganganagar Zila Dugdh Utpadak, Sakkari Sangh
Ltd., Industrial Area, Hanumangarh Junction,
Pin : 335512.
13. Oriental Bank of Commerce,
Krishi Upaj Mandi Samiti, New Dhan Mandi,
Hanumangarh Junction, Pin - 335512.
14. Oriental Bank of Commerce,
Setho Ka Bazar, Main Market, Laxmangarh,
Distt.: Sikar, Pin - 332311.
15. Oriental Bank of Commerce,
New Dhan Mandi, Rawla Mandi, Tahsil : Gharsana,
Distt.: Sriganganagar, Pin - 335707.
16. Oriental Bank of Commerce,
National Highway, Bikaner Road, Nokha, Distt.
Bikaner, Pin - 334801.
17. Oriental Bank of Commerce,
I.A.S.E. (Deemed University) Gandhi Vidya Mandir,
Sardarshahar, Distt. Churu, Pin - 331403.
18. Oriental Bank of Commerce,
Municipal Council, Kutchery Road, Sriganganagar,
Pin - 335001.

19. Oriental Bank of Commerce,
39-40, P. Block, Sriganaganagar, Distt. Sriganaganagar,
Pin. 335001.

Agra

20. Oriental Bank of Commerce,
Opp. C.L. Jain Degree College, industrial Area, Agra
Road, Firozabad.
21. Oriental Bank of Commerce,
B.S.A. College of Engineering & Technology,
Bhuteshwar Road Mathura, Pin 281001.
22. Oriental Bank of Commerce,
K.D. Dental College NH-2, Agra Delhi Road,
Mathura, Pin-281006.

Bhopal

23. Oriental Bank of Commerce,
7/5, Area Colony, Bhopal, Pin-462016.
24. Oriental Bank of Commerce,
Shri Guru Nanak Girls Higher Secondary School,
Prem Nagar, Madan Mahal, Jabalpur, Pin-482002.

Karnal

25. Oriental Bank of Commerce,
A.S. Sr. Secondary School, Aryasamaj Chowk,
Ambala City, Pin-133001.
26. Oriental Bank of Commerce,
Inder Bhan (L), Bharatari Education Society,
G.T. Road, Panipat, Pin-132103.
27. Oriental Bank of Commerce,
Kurukshetra University, Distt. Kurukshetra,
Pin-136119.
28. Oriental Bank of Commerce,
Lal Maternity & General Hospital I.T.I. Road,
Yamunanagar, Pin-135001.
29. Oriental Bank of Commerce,
Near Anaj Mandi, Ambala-Hissar Road, Ismailabad,
Distt. Kurukshetra.
30. Oriental Bank of Commerce,
H.S.D.C. Building, G.T. Road, V. & P.O. Umari,
Distt. Kurukshetra.
31. Oriental Bank of Commerce,
S.C.O. No. 23-24, Sector-12, Urban Estate, Karnal,
Pin-132001.
32. Oriental Bank of Commerce,
Barsat Road, V. & P.O. Noorwala,
33. Oriental Bank of Commerce,
3, Prem Nagar, Ambala City.
34. Oriental Bank of Commerce,
V. & P.O. Mehlanwali, Distt. Yamunanagar
35. Oriental Bank of Commerce,
V. & P.O. Kala Amb, Tehsil Narayangarh,
Distt. Ambala.

ORIENTAL BANK OF COMMERCE

Ahemdabad Region

36. Oriental Bank of Commerce,
Plot No. 159/2/1, Hotal Krishna, Opp. Hotal Natraj
Naroli Road, Silvasa, Pin-396230.

37. Oriental Bank of Commerce,
New York Plaza, Opp. Judges Bunglow Bodakdev,
Ahemdabad, Pin-380015.

38. Oriental Bank of Commerce,
G-2, Samedha, Near Associated Petrol pump, C.G.
Road, Ahemdabad, Pin-380006

39. Oriental Bank of Commerce,
First Floor, Manibhadra Complex, Rajasthan
Hospital, Kamp Road, Shahi Bag., Ahemdabad, pin-
380004.

40. Oriental Bank of Commerce,
APM, Stopping Mall, Nr. Devpriya Bunglows,
100Ft. Satellite Road, Ahmedabad, Pin-380051.

41. Oriental Bank of Commerce,
Nirman, Nr. Jyoti plaza, Shyamal Cross Road,
Satellite Vejalpur, Ahmedabad, Pin-380051

42. Oriental Bank of Commerce,
Kendriya Vidyalaya, 13, Gandhar, Tower,
ONGC Township, Ankleshwar, Pin-393010.

43. Oriental Bank of Commerce,
Extension Counter, B/7/7/1, Ground Floor,
Shashwat Hospital, Kothi Pole Raopura, Baroda,
Pin-390001.

44. Oriental Bank of Commerce,
E.C., E.M.E. Canteen, Fateh Ganj,
Baroda, Pin-390008

45. Oriental Bank of Commerce,
Shop No. 54 to 58. 1st floor,
Rang Complex, Jhadeshwar Road,
Bharuch.

46. Oriental Bank of Commerce,
First Floor, Sardar Patel Vyapar, Sankul,
Malgodown Road, Mehsana, Pin-384002.

47. Oriental Bank of Commerce,
Patel House, Naranpur, Bhuj
Distt. Kutchh, Pin-370429

48. Oriental Bank of Commerce,
First Floor, Krishna Place,
Panchavati Main Road, Rajkot, Pin-360001.

49. Oriental Bank of Commerce,
UG-1A to 1C, Empire State Building,
Ring Road, Surat, Pin-395002.

50. Oriental Bank of Commerce,
L-4, Abhushan Complex, Ghod-dod Road,
Surat, Pin-395007

Gurgaon Region

51. Oriental Bank of Commerce,
S.C.O-69, Huda Market Sector-15,
Faridabad, Pin-121002
52. Oriental Bank of Commerce,
S.C.F.-46, Part-II, Market, Sector-19,
Faridabad, Pin-121002.
53. Oriental Bank of Commerce,
Jiva Public School, Sector-21B,
Faridabad, Pin-121002.

54. Oriental Bank of Commerce,
763/25, Basai Road, Gurgaon, Pin-122001.
55. Oriental Bank of Commerce,
Tagore International School, DLF-III,
Gurgaon, Pin-122001.
56. Oriental Bank of Commerce,
Fawarra Chowk, Gurgaon, Pin-122001.
57. Oriental Bank of Commerce,
Rao Ram Singh School, Vill. & P.O. Kanhai,
Gurgaon, Pin-122001.
58. Oriental Bank of Commerce,
Vanija Nikunj Complex, H.S.I.D.C. Udyog Vihar,
Phase IV, Gurgaon, Pin-122001.
59. Oriental Bank of Commerce,
Rotary Public School, Sector-22, Gurgaon,
Pin-122001.
60. Oriental Bank of Commerce,
S.C.O.-14, HUDA Market, Sector-15, Part-II,
Gurgaon, Pin-122001.
61. Oriental Bank of Commerce,
S.C.O.-62, HUDA Market, Sector-17A, Gurgaon,
Pin-122001.
62. Oriental Bank of Commerce,
Plot No. 5, Sector-32, Institutional Area, Gurgaon,
Pin-122001.
63. Oriental Bank of Commerce,
Ansal Institute of Technology, Sector-55, Gurgaon,
Pin-122001.
64. Oriental Bank of Commerce,
Orchid Square, B-Block, Sushant Lok-I, Gurgaon,
Pin-122001.
65. Oriental Bank of Commerce,
Chirajiv Bharti School, C-Block, Sushant Lok-I,
Gurgaon, Pin-122001.
66. Oriental Bank of Commerce,
Holy Child Public School, Riwari,
Pin-123401.
67. Oriental Bank of Commerce,
Chandravati Sr. Sec. School, Tauru, Distt. Mewat,
Pin-122105.
68. Oriental Bank of Commerce,
Stationery Godown, Neelam Chowk, N.I.T.
Faridabad, Pin-121102.

Rohtak Region

69. Oriental Bank of Commerce,
Main Bazar, Julana, Distt. Jind, Pin-125201.
70. Oriental Bank of Commerce,
Sector-95, Police Line Area, Delhi Road, Hissar,
Pin-125001.
71. Oriental Bank of Commerce,
Gurudwara Road, Sonapat, Pin-131001.
72. Oriental Bank of Commerce,
Vill. Sarsa Ghogra, P.O. Bamla, Teh. & Distt.
Bhiwani, Pin-124001.

73. Oriental Bank of Commerce,
C.R.Z. School, Sonapat Distt. Sonapat, Pin-131001.
74. Oriental Bank of Commerce,
Vidya Devi Jindal School, Hissar, Distt. Hissar,
Pin-125001.
75. Oriental Bank of Commerce,
Ch. Devi Lal Memorial Trust, Barnala, Distt. Sirsa
Pin-125055.
76. Oriental Bank of Commerce,
Govt. College, Hissar, Distt. Hissar, Pin-125001.
77. Oriental Bank of Commerce,
Gateway Education & Charitable Society,
Vill. Fazilpur, Distt. Sonapat
78. Oriental Bank of Commerce,
Bhai Khemchand S.D. Girls Sec. School, Gurudwara
P.D. Distt. Sonapat, Pin-131001
79. Oriental Bank of Commerce,
Sector-13, Huda Complex, Hissar, Distt. Hissar,
Pin-125001.
80. Oriental Bank of Commerce,
Huda Office, Sector-1, Urban Estate, Rohtak,
Pin-124001.
81. Oriental Bank of Commerce,
Vill. & P.O. Kisangarh, Tehsil Meham, Distt. Rohtak
Pin-124112.
82. Oriental Bank of Commerce,
B.D.P.O. Complex, Kharkhoda Road, Sampla,
Distt. Rohtak.
83. Oriental Bank of Commerce,
Memorial Hospital, Mamu Bhanja Chowk,
Distt. Sonapat, Pin-131001.
84. Oriental Bank of Commerce,
Mission Chowk, Rohtak Road, Distt. Sonapat,
Pin-131001
85. Oriental Bank of Commerce,
31, Miles Stone, Chopra Filling Station, Kundli,
Distt. Sonapat, Pin-131001

SYNDICATE BANK

Official language Division Head Office : Manipal

1. Syndicate Bank,
Area Colony Branch
G-3/360, Gulmohar, E-8 Arera Colony, Bhopal, Distt.
Bhopal, State Madhya Pradesh Pin-462039.
2. Syndicate Bank,
Hoshangabad Road Branch, Shikarvarta Complex,
Bhopal, Distt. Bhopal, State Madhya Pradesh,
Pin-462011
3. Syndicate Bank,
Manavatha Nagar Branch, Columbia Convent
School, Bicholi-Hapsi Road, Indore, Distt. Indore,
State Madhya Pradesh, Pin-452016
4. Syndicate Bank,
Jabalpur Sadar Cantonment Branch, St. Aloysius
College Compound Area, Pehti Naka Jabalpur,
Distt. Jabalpur, State Madhya Pradesh, Pin-482001

5. Syndicate Bank,
Gwalior City Centre Branch, Jeevan Prakash
Building, Citi Centre, LIC of India D.O. Gwalior,
Distt. Gwalior, State Madhya Pradesh, Pin-474011
6. Syndicate Bank,
St. Agnes College Branch, Bendoor, Distt. D.K.
Pin-575002 Karnataka
7. Syndicate Bank,
Bajpe Airport Branch, Bajpe, Distt. D.K. Pin-574142,
Karnataka
8. Syndicate Bank,
NMPT Branch, Panambur, Mangalore, Distt. D.K.
Pin-575010, State Karnataka.
9. Syndicate Bank,
Chickmagalur STJ College Campus Branch,
Belur Road, Distt. Chickmagalur, Pin-577101,
State Karnataka
10. Syndicate Bank,
Vijaya College Branch, MULKI, Distt. D.K.,
Pin-574154, State Karnataka.
11. Syndicate Bank,
SDM Eye Hospital Branch, Lalbag, Mangalore,
Distt. D.K., State Karnataka
Pin-575003.
12. Syndicate Bank,
KVG Polytechnic Branch, Sullia, Distt. D.K.,
State Karnataka, Pin-574239.
13. Syndicate Bank,
Father Muller's Charitable, Institution Branch,
Hospital Building Kankanady, Mangalore,
D.K. Distt. Pin-575002
State Karnataka,
14. Syndicate Bank,
Sri Mahaveer College Branch, Moodabidri,
Post Kodangallu, Karkala Taluk D.K. Distt.
State Karnataka, Pin-574197.
15. Syndicate Bank,
ABSMI Dental College Campus Branch, Belma
Village, Nityanandanagar, Derlakatte, D.K. Distt.
State Karnataka, Pin-575018.
16. Syndicate Bank,
Puttur Campco Chocolate Factory Branch,
Kemminje, Darbe Puttur, D.K., Distt.
State Karnataka, Pin-574202.
17. Syndicate Bank,
Mangalore Attavar Branch, Kasturba Medical
College Campus, Attavar, Mangalore, D.K., Distt.
State Karnataka, Pin-575001.
18. Syndicate Bank,
Baluganj Branch, St. Georges College campus
Garden Road, Baluganj, Agra, Pin-282001, U.P.
19. Syndicate Bank,
Chippitola Branch, Ratan Sagar, No. 4, Dholpur
House, Chippitola Crossing, Agra, Pin-282001, U.P.
20. Syndicate Bank,
Baradwari Branch, Shri Uday Singh Jain College
Campus, Aligarh, Pin-202001, U.P.
21. Syndicate Bank,
Ramghat Road Branch, Aligarh Development
Authority Campus, Aligarh, Pin-202002, U.P.
22. Syndicate Bank,
Zilla Panchayat Branch, Zilla Panchayat Building
Collectorate Compound, Aligarh, Pin-202001, U.P.
23. Syndicate Bank,
V.C. Lodge Branch, Aligarh Muslim University
Campus, Aligarh, Pin-202002, U.P.
24. Syndicate Bank,
Vrindaban Road Branch, Methodist Hospital
Jaisinghpura, Vrindaban Road, Mathura, Pin-281003,
U.P.
25. Syndicate Bank,
Chhibramau Branch, 12/73B, 1st Floor, Nagar palika
Road, Chhibramau, Pin-209721, Distt. Kannauj, U.P.
26. Syndicate Bank,
Belekeri Branch, Krishna Nivas, 1st Floor, main
Road, Belekeri, Distt. Uttara Kannada, State
Karnataka, Pin-581321
27. Syndicate Bank,
CMC Sirsi Branch, City Municipal Council Munici-
pal Complex, Market Road, Sirsi, Distt. Uttar
Kannada, State Karnataka, Pin-581401.
28. Syndicate Bank,
Tattihali L. C. II Branch, Drepung Loseling
Monastery Lama Camp II, P.O. Tibetan Colony
Tq. Mundgod, Distt. Uttar Karnataka, Pin-581411.
29. Syndicate Bank,
Tattihali L. C. I Branch, Garden Lachi
Monastery Lama Camp I, P.O. Tibetan Colony
Tq. Mundgod, Distt. Uttar Kannada, State
Karnataka, Pin-581411.
30. Syndicate Bank,
CDM Sainikpuri Branch, Sainikpuri, Secunderabad,
Distt. Rangareddy, State Andhra Pradesh
Pin-500094.
31. Syndicate Bank,
Regional Office, 6-3-653, Poiner House,
Somajiguda, Hyderabad, State Andhra Pradesh,
Pin-500082.
32. Syndicate Bank,
Vasavi College of Engineering Branch, 9-5-81,
Ibrahimbagh, Hyderabad, State Andhra Pradesh,
Pin-500031.
33. Syndicate Bank,
Devanahalli Branch, No. 117, DB Cross Junction,
B.B. Road, N H 7, Devanahalli, Bangalore Rural
Distt. 562110, Karnataka.
34. Syndicate Bank,
Kempapura Branch, No. 7, Kempapura Main Road,
Behind Astra Zenica, Bangalore 560024, Karnataka

35. Syndicate Bank,
Chickpet Branch, No. 682, Pathi Mansion,
P.B. No. 7843, Chickpet, Bangalore-560053.
36. Syndicate Bank,
Sanjaynagar Branch, No. 158, AECS Layout,
Sanjaynagar Main Road, Sanjaynagar,
Bangalore-560094, Karnataka.
37. Syndicate Bank,
National Games Village Branch, B-1-20, Sharavathy
Block, National Games Village, Koramangala,
Bangalore-560047, Karnataka.
38. Syndicate Bank,
Motilal Nehru Ward palace Road Branch, Jagdalpur,
Distt. Bastar, Chhattisgarh State, Pin-494001.

State Bank of Travancore Zonal Office

P.B. No. 25, Maniyattukudi Afsa Building, Mavoor
Road, Kozhikode, Kerala-673004

Bank of Maharashtra

(C.O. Lokmangal, 1501, Shivajinagar, Pune 411 005)

"A Region"

1. Palam Vihar Branch, Bank of Maharashtra, Chiranjiv
Bharati School Compound, F Block, Palam Vihar,
Gurgaon-122017 (Haryana)
2. Yamunagar Branch, Bank of Maharashtra, Jagdhari
Road, Near Lal Dwara Yamunagar-135001 (Haryana)
3. Haridwar Branch, Bank of Maharashtra, 42, Vivek
Vihar Haridwar-249407 (Uttaranchal)
4. Vasant Kunj Delhi Branch, Bank of Maharashtra,
Ground Floor, OES Bldg. Plot No. 11 LSC, Sector B-1
Vasant Kunj, New Delhi-110070
5. Sri Shankarayacharya College of Engineering
Branch, Bank of Maharashtra, Sri Shankaracharya
College of Engineering and Technology Campus
Bhilai, Dist. Durg-490 020 (Chattisgarh)
6. Firozabad Branch, Bank of Maharashtra, 31,
Monapuram, Ganesh Nagar Opp. CL. Jain Degree
College Firozabad-283 203 (Uttar Pradesh)
7. Deori Road Agra Branch, Bank of Maharashtra, 27
Defence Estate, Phase-1, Deori Road, Agra-282 001
(Uttar Pradesh)
8. East Katchahari Road Meerut Branch, Bank of
Maharashtra, East Katchahari Road, NAS College
Meerut-250 001 (Uttar Pradesh)
9. Ujjain Charitable Trust Hospital Research Centre
Branch, Bank of Maharashtra, UJCT & Hospital
Research Center, Anapat Road, Budhwaria
Ujjain-436 006 (Madhya Pradesh)
10. Indirapuram Ghaziabad Branch, Bank of
Maharashtra, Plot No. 1/3, Vaibhav Khand,
Block-D Amrapali Green Apartments Indirapuram
Ghaziabad-201 010 (Uttar Pradesh)
11. Palval Branch, Bank of Maharashtra, Om Bhatia Co.
Opp. Old Truck Union, Near Haryana Agro
Industries, Railway Road, Palval-121 102 (Haryana)
12. Sector 62- Noida Branch, Bank of Maharashtra, Plot
No. C-54-40, Sector 62, Dist. Gautam Buddha Nagar,
Noida-201 301 (Uttar Pradesh)
13. Sector 24- Rohini Delhi Branch, Bank of
Maharashtra, First Floor, Big Mega Mall CS/OCF
No. 7, Sector 24, Rohini, New Delhi-110 085
14. Rajouri Garden Delhi Branch, Bank of Maharashtra,
Ground Floor, J-8/77 G, Nehru Market Rajouri
Garden, New Delhi-110 027
15. Bhilwada Branch, Bank of Maharashtra, First Floor,
8-L-1, R.C. Vyas Colony, Bhilwada-311 001
(Rajasthan)
16. Sector-40 Gurgaon Branch, Bank of Maharashtra,
SCO-86, District Shopping Centre Sector-56,
Gurgaon -122 001 (Haryana)
17. Vaishalinagar Jaipur Branch, Bank of Maharashtra,
Ground Floor, Plot No. 3, Pratapnagar Khatipura
Road, Vaishalinagar, Jaipur, 302 012 (Rajasthan)
18. Banswara Branch, Bank of Maharashtra,
Abhinandan Complex Dahod Road,
Banswara-327 001 (Rajasthan)
19. Pitampura Branch, Bank of Maharashtra,
Ground Floor, K.P.27, Community Centre,
Pitampura, New Delhi-110034
20. Mayur Vihar Phase III Delhi Branch,
Bank of Maharashtra, First Floor, F-28 to F-30,
Hall No. 4, CSC-II, Kondhali Ghareoli Mayur Vihar,
Phase III, New Delhi-110 096
21. Dhanbad Branch, Bank of Maharashtra, Ground
Floor, Main Road Sawaidhela, Dhanbad-826 001
(Jharkhand)

"B Region"

22. Gurdaspur Branch, Bank of Maharashtra, Near Post
Office Chowk, Jail Road, Gurdaspur-143 251 (Punjab)
23. Pathankot Branch, Bank of Maharashtra, SCF No. 7,
Block-B Improvement Trust Complex, Patel Chowk
Pathankot-145 001 (Punjab)
24. Ruparel College Campus Mumbai Branch,
Bank of Maharashtra, Ruparel College Campus,
Bal Govinddas Marg Matunga (West),
Mumbai-400 016 (Maharashtra)
25. Vidarbha Irrigation Development Corporation,
Nagpur Branch, Bank of Maharashtra, VICD,
Sinchan Seva Bhavan Civil Lines, Nagpur-440 001
(Maharashtra)
26. NMMT Turbhe Branch, Bank of Maharashtra, New
Mumbai Municipal Transport Bus Depot Sector 23,
Turbhe, New Mumbai-400 075 (Maharashtra)
27. Town Centre Aurangabad Branch, Bank of
Maharashtra, Town Centre, Aurangabad-431 003
(Maharashtra)
28. Modern College Pune Branch, Bank of Maharashtra,
Modern College Road, Final Plot No. 875/CTS No.
1186/A Shivajinagar, Pune-411 005 (Maharashtra)
29. Sant Gadgebaba Amraoti University Branch,
Bank of Maharashtra, Sant Gadgebaba Amraoti
University, Amraoti-444620 (Maharashtra)

30. Ganpatipule Branch, Bank of Maharashtra, Tapasvi, Sadanand Niwas, House No. 100 (1) Survey No. 33A-1A Ganpatipule-416 402, Dist. Ratnagiri (Maharashtra)
31. Vimannagar Pune Branch, Bank of Maharashtra, Shop No. 1 and 2, Lalwani Residency Survey No. 33, Hissa No. 1, Vimannagar, Pune 411 014 (Maharashtra)
32. Baner Pune Branch, Bank of Maharashtra, Showroom No. 2 Kapil Classic, Ground Floor Survey No. 288/1A/1, Baner Pune 411 008 (Maharashtra)
33. Warje Pune Branch, Bank of Maharashtra, Fly View Residency, Shop No. 1-6, Survey No. 129, Hissa No. 9-10, Warje Pune 411 025 (Maharashtra)
34. Pune University Campus Branch, Bank of Maharashtra, Near Main Building, Administrative Block Pune University Campus Pune 411 005 (Maharashtra)
35. Pune Circle Office, Bank of Maharashtra, F.C. Road, Shivajinagar Pune 411 005 (Maharashtra)
36. Nagpur Circle Office, Bank of Maharashtra, Mahabank Bhawan, Abhyankar Marg, Sitaburdi Nagpur 440 012 (Maharashtra)
37. Ramkrishna Math Pune Branch, Bank of Maharashtra, 131/1A, Vitthalwadi Road, Near Dandekar Bridge Pune 411 030 (Maharashtra)
38. Yashwantagar Nagpur Branch, Bank of Maharashtra, Dharampeth Arts and Science College Dharampeth, Nagpur (Maharashtra)

Punjab National Bank

1. Punjab National Bank Branch Office : Bye Pass Solan, Distt. Solan (H.P.) Pincode-173212

ANNEXURE A

2. Punjab National Bank Branch Office : T.C.V. Dal District: Kangra (Himachal Pradesh) Pin-176216 Phone 01892-221214

Punjab National Bank

एकीकृत अंचल कार्यालय
10-अशोक मार्ग, लखनऊ

New branches to be notified under Official Languages
Rule 10(4)

F-16

3. Punjab National Bank BO : Jais (4495) Post. Jais Distt. Raiberali (UP)
4. Punjab National Bank BO : Tiloi (4505) Post-Tiloi Distt. Raiberali (UP)
5. Punjab National Bank Branch Office Main Bazar, Pinjore Dist. Panchkula (Haryana)

6. Punjab National Bank Branch Office Modern Housing Complex Manimajara, Chandigarh

Addresses of Branches/Offices of Punjab National under Regional Office, Trivandrum (Kerala) for Notification under Rule 10(4) of the Official Language Rules, 1976.

7. Kumbanad Distt. Pathanamthitta Pin-689547
8. Temple Shopping Complex. Oachira Distt. Kollam-690526.
9. Trichur-Palace Road, Kerala-680020.
10. Office/Branch Name : Punjab National Bank Gandhi Nagar, Pur Road, Bhilwara (Rajasthan) Pin-311001
11. Punjab National Bank Branch Office First Floor, Super Plaza Sandesh Press Road, Badakdev Ahmedabad-380015
12. Punjab National Bank Branch Office Ground Floor, Sarjan Tower Opp : Janta Nagar 100 Feet Ring Road, Chandkedha Ahmedabad-382424
13. Punjab National Bank Branch Office First Floor, Jaylaxmi Building Udhna Main Road Surat-39510
14. Punjab National Bank, Branch Office, Jalseva Bhavan Sector-10A Gandhinagar-382010
15. Punjab National Bank, Branch Office, 255, Kalpna Society Opp : Shrirang Vidhyalaya Vaghodia Road Vadodara-390019
16. Punjab National Bank, Branch Office, City light Complex Dumas Road, Surat-395007
17. Punjab National Bank, Branch Office, Narnarayan Complex, Navavas Madhapar (Kutch)-370020
18. Punjab National Bank, Branch Office, R. K. Nagar, Virani Chowk, Rajkot-360001
19. Punjab National Bank, B.O.-M.L.B. Medical College, Jhansi D. No.-4602, Kanpur Road, Jhansi (U.P.) Pin-284128 (Ph. No. 0510-2320780)
20. D.M. College, Hissar Punjab National Bank Branch Office D.M. College, Hissar-125001 Distt. Hissar (Haryana)
21. Municipal Committee, Hissar Punjab National Bank Branch Office Municipal Committee, Hissar-125001 Distt. Hissar (Haryana)
22. GJU, Hissar Punjab National Bank Branch Office Guru Jambheshwar University, Hissar Distt. Hissar (Haryana)
23. RCC Hissar Punjab National Branch Office Regional Clearing Centre, Hissar-125001 Distt. Hissar (Haryana)
24. Rania Punjab National Bank Branch Office VPO Rania, Distt. Sirsa-125055 (Haryana)
25. Barnala Road, Sirsa Punjab National Bank Branch Office Barnala Road, Sirsa-125055 Distt. Sirsa (Haryana)

26. M.M. College, Fatehabad Punjab National Bank
Branch Office M.M. College, Fatehabad-125050 Distt.
Fatehabad (Haryana)
27. SD Modern School, Panipat Punjab National Bank
Branch Office SD Modern School, Panipat
Distt. Panipat (Haryana)
28. BMIT Panipat Punjab National Bank Branch Office
BMIT, Sonapat Distt. Panipat (Haryana)
29. Hyderabad Hospital, Panipat Punjab National Bank
Branch Office Hyderabad Hospital, Panipat
Distt. Panipat (Haryana)
30. Matlauda Punjab National Bank Branch Office
VPO Matlauda Distt. Sonapat (Haryana)

Darbhanga

31. Punjab National Bank C.M. College Campus
Kilaghat, Darbhanga Pin-846004
32. Punjab National Bank Marwari College Campus
Gangasagar, Darbhanga Pin-846004
33. Punjab National Bank Rajendra Agricultural
University Pusa, Distt.: Samastipur Pin-848101
01. General Insurance Corporation of India 5,
Parliament Street, Jeevan Tara Building,
New Delhi-110001

List of Names of ZOs/DOs left for Notification**Eastern Zone:**

1. ZO, Kolkata
2. DO, Asanol
3. DO, Berhampur
4. DO, Bongaigon
5. KMDO-I
6. KMDO-II
7. KSDO
8. DO, Katak
9. DO, Guwahati
10. DO, Howrah
11. DO, Jalpaiguri
12. DO, Jorhat
13. DO, Sambalpur
14. DO, Silchar

South-Central Zone:

15. ZO, Hyderabad
16. DO, Bangalore-I
17. DO, Bangalore-II
18. DO, Belgaum
19. DO, Hyderabad
20. DO, Karimnagar
21. DO, Machilipatnam

22. DO, Mysore
23. DO, Nellore
24. DO, Rajahmundry
25. DO, Raichur
26. DO, Secunderabad
27. DO, Udupi
28. DO, Visakhapatnam
29. DO, Warangal

Southern Zone:

30. ZO, Chennai
31. DO, Chennai-I
32. DO, Chennai-II
33. DO, Vellore
34. DO, Salem
35. DO, Coimbatore
36. DO, Madurai
37. DO, Thanjavur
38. DO, Tirunelveli
39. DO, Kozhikode
40. DO, Ernakulam
41. DO, Kottayam
42. DO, Thiruvananthapuram

Northern Zone:

43. DO, Srinagar

The Oriental Insurance Company Limited**Regional Office Chandigarh and its Subordinate Offices**

1. Direct Agent Branch Chandigarh
2. Branch Office-3, Amritsar
3. Branch Office-3, Jalandhar
4. Divisional Office-3- Amritsar

Mumbai Regional Office-2 and its Subordinate Offices

5. Regional Office-2, Mumbai
6. Divisional Office-8, Mumbai
7. Divisional Office-20, Mumbai
8. Divisional Office Kalyan, Mumbai
9. Divisional Office Borivali, Mumbai
10. Branch Office-2, Mumbai
11. Branch Office Diamond, Mumbai
12. Branch Office Mahim, Mumbai
13. Branch Office Jogeshavari, Mumbai
14. Branch Office Thane, Mumbai
15. Branch Office Belapur, Mumbai
1. Divisional Office-21
2. Divisional Office-23
3. Divisional Office-Noida
4. Divisional Office-Paschim Vihar.

नई दिल्ली, 13 नवम्बर, 2007

का. आ. 3296.-राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री टी. परमेश्वर राव, निवासी-मकान नं. 7-5-34, एम. एम. रोड, लॉयर पेट, अंगोल, प्रकाशम जिला, आंध्र प्रदेश-523002 को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, जो भी पहले हो, बैंक ऑफ महाराष्ट्र के निदेशक बोर्ड में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/22/2006-बी ओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 13th November, 2007

S. O. 3296.—In exercise of the powers conferred by sub-Section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri T. Parameswar Rao, resident of H. No. 7-5-34, M. M. Road, Lawyer Pet, Ongole-523 002 Prakasam District, A. P. as part-time non-official Director on the Board of Directors of Bank of Maharashtra for a period of three years from the date of notification or until further orders, whichever is earlier.

[F. No. 9/22/2006-B O-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 13 नवम्बर, 2007

का. आ. 3297.-राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री विजय जागीरदार एवं डा. राधेश्याम महर्षि को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, जो भी पहले हो, आरियंटल बैंक ऑफ कामर्स के निदेशक बोर्ड में अंशकालिक गैर - सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/22/2006-बी ओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 13th November, 2007

S. O. 3297.—In exercise of the powers conferred by sub-Section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Vijay Jagirdar and Dr. Radhey Shyam Maharshi as part-time non-official Director on the Board

of Directors of Oriental Bank of commerce for a period of three years from the date of notification or until further orders, whichever is earlier.

[F. No. 9/22/2006-B O-I]

G. B. SINGH, Dy. Secy

नई दिल्ली, 14 नवम्बर, 2007

का. आ. 3298.- बैंककारी विनियमन अधिनियम, 1949(1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपखंड (i) के उपबंध पंजाब नेशनल बैंक पर उस सीमा तक लागू नहीं होंगे, जहां तक इसका संबंध पंजाब नेशनल बैंक के अध्यक्ष एवं प्रबंध निदेशक डॉ. के. सी. चक्रवर्ती को (i) बैंकिंग कार्मिक चयन संस्थान के शासी बोर्ड (आईबीपीएस), (ii) पीएनबी गिल्ट्स लि. का निदेशक पद, (iii) वित्त एवं नियंत्रण कार्यक्रम सलाहकार बोर्ड तथा (iv) भारतीय बैंकिंग एवं वित्त संस्थान, मुम्बई की शासी परिषद का निदेशक पद प्राप्त करने से संबंध है, पर लागू नहीं होंगे।

[फा. सं. 20/5/2004-बी ओ -1]

जी. बी. सिंह, उप सचिव

New Delhi, the 14th November, 2007

S. O. 3298.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949(10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause(c) of sub-section (1) of Section 10 of the said Act shall not apply to Punjab National Bank in so far as it relates to taking up Directorship of Dr. K. C. Chakraborty, Chairman & Managing Director, Punjab National Bank on (i) the Governing Board of Institute of Banking Personnel Selection (IBPS), (ii) Directorship of PNB Gilts Ltd. (iii) Advisory Board of Finance and Control Programme, and (iv) the Governing Council of Indian Institute of Banking and Finance, Mumbai.

[F. No. 20/5/2004-B O-I]

G. B. SINGH, Dy. Secy

राजस्व विभाग

नई दिल्ली, 24 अक्टूबर, 2007

का. आ. 3299.-केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालय, जिसके 80 प्रतिशत कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

आयुक्त,

केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवा कर

9/86ए, अमरावति नगर,

वेस्ट चर्च कम्पाउंड,

तिरुपति-517501

[फा. सं. 11013(01) 2005- हिन्दी. 2]

मधु शर्मा, निदेशक(रा. भा.)

(Department of Revenue)

New Delhi, the 24th October, 2007

S. O. 3299.—In pursuance of Sub-rule (4) of rule 10 of the Official Language. (Use for Officials purposes of the Union) Rules, 1976 the Central Government hereby notifies the following office under the Central Board of Excise & Customs, Department of Revenue, the 80% staff whereof have acquired the working knowledge Hindi.

Commissioner
Central Excise, Customs & Service Tax,
9/86, Amravathi Nagar,
West Church Compound,
Tirupati-517501

[F. No. 11013(01)/2005-Hindi-2]
MADHU SHARMA, Director (OL)

वाणिज्य एवं उद्योग मंत्रालय
(वाणिज्य विभाग)

नई दिल्ली, 1 नवम्बर, 2007

का. आ. 3300.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में वाणिज्य विभाग के संबद्ध कार्यालय विदेश व्यापार महानिदेशालय, नई दिल्ली के अंतर्गत कोचीन स्थित संयुक्त महानिदेशक, विदेश व्यापार का कार्यालय, चित्तूर रोड, कोच्ची-11 को अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारी वर्ग ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है।

[सं. ई. 11013(1)-2004-हिन्दी]
एल. पी. सैनी, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY
(Department of Commerce)

New Delhi, the 1st November, 2007

S. O. 3300.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 the Central Govt. hereby notifies the office of Joint Director General, of Foreign Trade, Chittor Road, Cochi-11 under the Directorate General of Foreign Trade, New Delhi, an attached office of Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi.

[No. E.-11013(1)-2004-Hindi]
L. P. SAINI, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य और परिवार कल्याण विभाग)

शुद्धिपत्र

नई दिल्ली, 5 अक्टूबर, 2007

का. आ. 3301.—इस विभाग की दिनांक 30 अप्रैल, 2001 की अधिसूचना सं. बी. 11015/3/2001-एम ई (नीति-1) के आंशिक संशोधन में स्तम्भ 3 में "बुंदेलखण्ड विश्वविद्यालय" के सामने की प्रविष्टि को निम्न रूप में पढ़ा जाए :

(i) "एम डी (बाल चिकित्सा)" एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एम.एल.बी. मेडिकल कालेज, झांसी द्वारा मई 1983 के बजाय 1982 में अथवा उसके बाद प्रदान की गई हो।

(ii) "डी सी एच" एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह एम.एल.बी. मेडिकल कालेज, झांसी द्वारा मई 1982 के बजाय 1981 में अथवा उसके बाद प्रदान की गई हो।

[यू.-12012/10/2007-एम ई (पी. II) पार्ट]

एस. के. मिश्रा, अवर सचिव

पाद टिप्पण : दिनांक 30-4-2001 की मूल अधिसूचना सं. बी. 11015/3/2001-एम ई (नीति-1) भारत के राजपत्र के भाग II खण्ड 3 में 29 मई 2003 को प्रकाशित हुई थी।

MINISTRY OF HEALTH AND FAMILY WELFARE
(DEPARTMENT OF HEALTH AND FAMILY
WELFARE)
CORRIGENDUM

New Delhi, the 5th, October, 2007

S. O. 3301.—In partial modification to this Department's Notification No. V.-11015/3/2001-ME (Policy-I) dated 30th April, 2001 the entry against the "Bundelkhand University" in column 3 may be read as under:

(i) "MD (Paediatrics)" shall be a recognized medical qualification when granted by M.L.B. Medical College, Jhansi on or after 1982 instead of from May, 1983.

(ii) "DCH" shall be a recognized medical qualification when granted by M.L.B. Medical College, Jhansi on or after 1981 instead of from May, 1982.

[U.-12012/10/2007-ME(P.II)pt.]
S.K. MISHRA, Under Secy.

Foot Note : The principal notification No. V. 11015/3/2001-ME(Policy-I) dated 30-4-2001 published in Part II Section 3 of Gazette of India on 29th May, 2003.

नई दिल्ली, 11 अक्टूबर, 2007

का. आ. 3302.—केन्द्रीय सरकार भारतीय चिकित्सा परिषद अधिनियम 1956 (1956 का 102) की धारा 20 की उपधारा (ii) के अनुसरण में एतद्वारा स्नातकोत्तर चिकित्सा शिक्षा समिति का गठन करती है, जिसमें निम्नलिखित सदस्य शामिल हैं, अर्थात्:-

केन्द्र सरकार द्वारा नामित सदस्य

1. प्रो. ए. राजशेखर

'अर्जुन'

न्यू नं. 70, फर्स्ट एवेन्यू,

इंदिरा नगर,

चेन्नई-60020

(तमिलनाडु)

2. डा. हरेश पुरुषोत्तमदास भालोदिया,

प्रो. और अध्यक्ष, अस्थिविज्ञान विभाग यूनिट,

बी.जे. मेडिकल कालेज एंड सिविल हास्पिटल,

अहमदाबाद (गुजरात)

3. डा. भानु प्रकाश दुबे,

एम डी, डी एफ एम, जे आर-एम आई जी-1, अंकुर

कालोनी, शिवाजी नगर,

भोपाल (मध्य प्रदेश)

4. डा. इंद्रजीत रे,
पी/17, साउथ एंड गार्डन
पी.ओ. गरिया
कोलकाता-700084
(पश्चिम बंगाल)

5. डा. रानो भाष्करन
प्रोफेसर एंड हैड (अवकाश प्राप्त),
डिपार्ट् आफ न्यूरोलाजी
मेडिकल कालेज,
त्रिवेन्द्रम, केरल

6. डा. डी.के. शर्मा
सी-9, शास्त्री नगर,
मेरठ-250004
(उत्तर प्रदेश)

[सं.वी. 11013/5/2001-एम ई (पी-1)]

टी.जे.एस. चावला, अवर सचिव

New Delhi, the 11th, October, 2007

S. O. 3302.—In pursuance of sub-section (ii) of Section 20 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby constitutes the Post-Graduate Medical Education Committee consisting of the following members, namely :—

Nominated by the Central Government

1. Prof. A. Rajasekaran
'Arjuna'
New No. 70, First Avenue,
Indira Nagar,
Chennai-600020
(Tamil Nadu)
2. Dr. Hareesh Purushottamdas Bhalodiya
Prof. and Head of Unit, Orthopaedic Department
B.J. Medical College and Civil Hospital
Ahmedabad (Gujarat)
3. Dr. Bhanu Prakash Dubey
MD, DFM,
Jr. MIG-1, Ankur Colony,
Shivaji Nagar,
Bhopal (Madhya Pradesh)
4. Dr. Indrajit Ray,
P/17, South End Garden,
P.O. Garia,
Kolkata-700084
(West Bengal)
5. Dr. Rani Bhaskaran
Professor & Head (Retd.),
Deptt. of Neurology,
Medical College,
Trivandrum, Kerala.

6. Dr. D.K. Sharma,
C-9, Shastri Nagar,
Meerut-250004
(Uttar Pradesh)

[No. V. 11013/5/2001-ME (P-I)]

T.J.S. CHAWLA, Under Secy.

दंत चिकित्सा शिक्षा अनुभाग

नई दिल्ली, 24 अक्टूबर, 2007

का. आ. 3303.— केन्द्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् के साथ परामर्श करने के पश्चात् एतद्द्वारा दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 के कॉलम 1 में क्रम संख्या 51 के सामने मौजूदा प्रविष्टि में निम्नलिखित संशोधन तुरंत प्रभाव से करती है, अर्थात्:—

"51. श्री राम चन्द्र मेडिकल कालेज एंड रिसर्च इंस्टीट्यूट (सम विश्वविद्यालय), चैन्नई (तमिलनाडु) के नाम को एतद्द्वारा निम्नलिखित के रूप में प्रतिस्थापित किया जायेगा:—

"श्री रामचन्द्र विश्वविद्यालय, पाउरूर, चैन्नई (दिनांक 29-9-1994 की अधिसूचना संख्या एफ. 9-15/93 यू के तहत विश्वविद्यालय अनुदान आयोग अधिनियम, 1956 की धारा 3 के अधीन स्थापित)।"

2. यह संशोधन विश्वविद्यालय अनुदान आयोग की दिनांक 13-9-2006 की अधिसूचना संख्या एफ-6-1 (11)/2006 (सीपीपी-1) के अनुसरण में किया गया है।

[सं. फा. बी-12017/2/98-डीई]

राज सिंह, अवर सचिव

Dental Education Section

New Delhi, the 24th, October, 2007

S. O. 3303.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in the existing entry of Column I against Serial No. 51 of Part-I of the Schedule to the Dentist Act, 1948 (16 of 1948) with immediate effect namely :—

"51 The name 'Sri Ramachandra Medical College & Research Institute (Deemed University) Chennai (F.N.)' is hereby substituted as :—

"Sri Ramachandra University, Pourur, Chennai (Established under Section 3 of UGC Act, 1956 vide notification No.F.9-15/93U dated 29-9-1994)."

2. This amendment is being made in pursuance of University Grants Commission's Notification No.F-6-1 (11)/2006(CPP-1) dated 13-9-2006.

[No. F. V. 12017/2/98-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2007

का. आ. 3304.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 16 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात्:—

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आरजीयूओएचएस), बंगलौर के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 49 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में एएमई डेंटल कालेज एवं अस्पताल, रायचूर के संबंध में निम्नलिखित प्रविष्टियां रखी जाएंगी:—

XXXII एएमई डेंटल कालेज एवं अस्पताल, रायचूर “मास्टर ऑफ डेंटल सर्जरी

कंजरवेटिव डेंटिस्ट्री	एम डी.एस. (कंजरवेटिव डेंटिस्ट्री)
जिस पर 15-10-2006 को	राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर”
अनुसूची के बाद प्रदान किया गया है।	

[संख्या बी.-12017/33/2000-पी.एम.एस. (डीई)]

राज सिंह, अवर सचिव

New Delhi, the 24th, October, 2007

S.O. 3304.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-1 of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 49, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to, Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore, the following entries in respect of AME's Dental College & Hospital, Raychur shall be inserted thereunder:—

XXXII. AME's Dental College & Hospital,
Raychur

“Master of Dental Surgery

Conservative Dentistry	MDS (Con. Dentistry)
Which is granted on or	Rajiv Gandhi University of
after 15-10-2006)	Health Sciences,
	Bangalore.”

[F.No. V-12017/33/2000-PMS(DE)]

RAJ SINGH, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3305.— दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 16 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात्:—

2. बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट (पंजाब) के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 53 के सामने स्तम्भ 2 और 3 की मौजूदा प्रविष्टियों में श्री गुरु राम दास इंस्टीट्यूट ऑफ डेंटल साइंसेज एंड रिसर्च, अमृतसर के संबंध में निम्नलिखित प्रविष्टियां रखी जाएंगी:—

III. श्री गुरु राम दास इंस्टीट्यूट ऑफ डेंटल साइंसेज एंड रिसर्च, अमृतसर

“मास्टर ऑफ डेंटल सर्जरी

(i) ओरल एंड मैक्सिलोफेसियल सर्जरी	एम.डी.एस. (ओरल एंड मैक्सिलोफेसियल सर्जरी)
(यदि यह 23-5-2007 को	बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट
अथवा उसके बाद प्रदान की गई हो)	(पंजाब)।”

[संख्या बी.-12017/1/2004-(डीई)]

राज सिंह, अवर सचिव

New Delhi, the 24th, October, 2007

S.O. 3305.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-1 of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 53, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to, Baba Farid University of Health Sciences Faridkot (Punjab), the following entries in respect of Sri Guru Ram Das Institute of Dental Sciences & Research, Amritsar, shall be inserted thereunder:—

III. Sri Guru Ram Das Institute of Dental Sciences & Research, Amritsar

“Master of Dental Surgery

(i) Oral & Maxillofacial Surgery	MDS (Oral & Maxillofacial Surgery)
(When granted on or	Baba Farid University of
after 23-5-2007)	Health Sciences, Faridkot
	(Punjab).”

[F.No. V-12017/1/2004-(DE)]

RAJ SINGH, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 30 अक्टूबर, 2007

क्रा. आ. 3306.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	SP 63 : 2007 आई एस/आई एस ओ 9001 : 2000 पर विवरणात्मक मार्गदर्शिका (पहला पुनरीक्षण)	..	सितम्बर, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ: एम एस डी/जी-8]

तिथि: 30.10.2007

पी. भटनागर, वैज्ञा. 'ई'
एवं प्रमुख (प्रबन्ध एवं तंत्र)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

Bureau of Indian Standards

New Delhi, the 30th October, 2007

S. O. 3306.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl No.	No. and Year of the Indian Standards Established	No. and year of the Indian standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	SP 63 : 2007 Explanatory Guide on IS/ISO 9001 : 2000 (First Revision)	—	September, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: MSD/G-8]

Date : 30-10-2007

P. BHATNAGAR, SCIENTIST 'E' & Head (MSD)

नई दिल्ली, 31 अक्टूबर, 2007

का. आ. 3307.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 60079-18 : 2004 विस्फोटी गैस पर्यावरणों के लिए बिजली के उपकरण भाग 18 सम्पुटन "एम" संरक्षण श्रेणी के विद्युत उपकरणों का निर्माण, परीक्षण और टाइप की मार्किंग	आई एस 15451 : 2004 विस्फोटी गैस पर्यावरणों के लिए बिजली के उपकरण भाग 18 सम्पुटन "एम"	30 सितम्बर, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: ईटी/22/टी-50]

तिथि: 31-10-2007

पी.के. मुखर्जी, वैज्ञ. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 31st October, 2007

S. O. 3307.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Indian standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/IEC60079-18: 2004 Electrical Apparatus for explosive gas Atmospheres Part 18 Construction, test and marking of type of protection encapsulation "m" electrical apparatus	IS 15451 : 2004 Electrical Apparatus for Explosive Gas Atmospheres-Encapsulation "m"	30th September, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Date : 31-10-2007

[Ref.: ET 22/T-50]

P.K. MUKHERJEE, SCIENTIST 'F' & Head (Electrical Tech.)

नई दिल्ली, 31 अक्टूबर, 2007

का. आ. 3308.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित ही गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई ई सी 60958-1 : 2004 अंकीय श्रव्य अन्तर्पुष्ट-भाग 1 सामान्य	—	अगस्त, 2007
2.	आई एस/आई ई सी 60958-4 : 2004 अंकीय श्रव्य अन्तर्पुष्ट-भाग 4 व्यवसायिक अनुप्रयोग (टी ए 4)	—	अगस्त, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं ।

[संदर्भ: एल टी डी/जी-75]

लक्ष्मण स्वरूप, कृते प्रमुख (एल आई टी डी)

New Delhi, the 31st October, 2007

S. O. 3308 .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Indian standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 60958-1 : 2004 Digital Audio Interface Part 1 General	—	August, 2007
2.	IS/IEC 60958-4 : 2004 Digital Audio Interface Part 4 Professional Applications (TA4)	—	August, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: LTD/G-75]

LAXMAN SAROOP, For Head (LITD)

नई दिल्ली, 1 नवम्बर, 2007

का.आ. 3309.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह वे स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस/आईसी 60320-2-3 : 1998 घरेलू और ऐसे ही सामान्य प्रयोजनों के लिए साधित्र युग्मक भाग 2-3 युग्मक आई पी एक्स शून्य से अधिक की सुरक्षा कोटी के साथ साधित्र युग्मक	-	30 सितम्बर 2007

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्पूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 14/टी-82]

पी.के. मुखर्जी, वैज्ञ. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 1st November, 2007

S.O. 3309.— In pursuance of clause (b) of sub-rule (1) of rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS/IEC 60320-2-3 : 1998 Appliance couplers for household and similar general purposes Part 2-3 Appliance couplers with a degree of protection higher than IPX0	-	30 September 2007

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 14/T-82]

P.K. Mukherjee, Scientist 'F' & Head (Electrical Tech.)

नई दिल्ली, 5 नवम्बर, 2007

का.आ. 3310.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस/आईएसओ 509 : 1996 (अतिक्रमित आईएस 5007 : 1988) हैंड पैलट ट्रक आयाम	आईएस 5007 : 1988) आईएस ओ/ आर 509 : 1966 हैंड पैलट ट्रक का आयाम (प्रथम पुनरीक्षण)	30 सितम्बर 2007

(1)	(2)	(3)	(4)
2	आईएस/आईएस ओ 2953 : 1999 (अतिक्रमित आईएस 13277 : 1992) यांत्रिक कंपन संतुलन मशीनें-विवरण और मूल्यांकन	आईएस 13277 : 1992) आईएस ओ/ 2953 : 1985 संतुलन मशीनें-विवरण और मूल्यांकन	30 सितम्बर 2007
3	आईएस/आईएस ओ 6750 : 2005 (अतिक्रमित आईएस 10280 : 1993) मिट्टी उठाने की मशीनरी प्रचालक का मैनुअल विषय और प्रारूप	आईएस 10280 : 1993) आईएस ओ/ 6750 : 1984 मिट्टी उठाने की मशीनरी प्रचालक और रख-रखाव-मैनुअल का विषय और प्रारूप (प्रथम पुनरीक्षण)	30 सितम्बर 2007
4	आईएस/आईएस ओ 6954 : 2000 (अतिक्रमित आईएस 14733 : 1999) यांत्रिक कंपन यात्री और व्यापारिक जलपोत पर रहने संबंधी कंपन का मापन, रियॉटिंग और मूल्यांकन	आईएस 14733 : 1999) आईएस ओ 6954 : 1984 यांत्रिक कंपन और प्रघात व्यापारिक जहाजों में कंपन के समग्र मूल्यांकन की मार्गदर्शिका	30 सितम्बर 2007
5	आईएस 11327 : 2007 रेफ्रिजरेटर प्रवण इकाइयों की अपेक्षाएं (पहला पुनरीक्षण)	आईएस 11327 : 1985) रेफ्रिजरेटर प्रवण इकाइयों की अपेक्षाएं	30 सितम्बर 2007
6	आईएस/आईएस ओ 2631-2 : 2003 (अतिक्रमित आईएस) 13276 (भाग 2) : 1992 यांत्रिक कंपन और शार्क मानक के पूरे शरीर पर कंपन में प्रभाव का मूल्यांकन भाग 2 भवनों में कंपन (1 हर्टज से 80 हर्टज)	आईएस 13276 (भाग 2) : 1992/ आईएस ओ/2631-2 : 1989 मानक शरीर के पूर्णांग विकंपन का मूल्यांकन भाग 2 इमारतों में सतत और प्रधाती विकंपन (1 हर्टज से 80 हर्टज)	30 सितम्बर 2007
7	आईएस/आईएस ओ 3449-: 2005 मिट्टी उठाने की मशीनरी- गिरती वस्तुओं से सुरक्षा की संरचनाएं-प्रयोगशाला परीक्षण और कार्यकारिता अपेक्षाएं	आईएस 13769 : 1993/आईएस ओ 3449 : 1992 मिट्टी उठाने की मशीनरी गिरती वस्तुओं से सुरक्षा की संरचनाएं- प्रयोगशाला परीक्षण और कार्यकारिता अपेक्षाएं	30 सितम्बर 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम.ई.डी./जी-2:1]

सी.के. वेदा, वैज्ञा. एफ. एवं प्रमुख (यांत्रिक इंजी.)

New Delhi, the 5th November, 2007

S.O. 3310.— In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS/ISO 509 : 1996 (Superseding IS 5007 : 1988) Hand pallet trucks—Dimensions	IS 5007 : 1988/ISO/R 509 : 1966 Dimension for hand pallet trucks (First Revision)	30 September 2007
2	IS/ISO 2953 : 1999 (Superseding IS 13277 : 1982) Mechanical vibration—Balancing machines—Description and evaluation	IS 13277 : 1992/ISO 2953 : 1985 Balancing machine—Description and evaluation	30 September 2007

(1)	(2)	(3)	(4)
3	IS/ISO 6750 : 2005 Earth-moving machinery—operator's manual—content and format	IS 10280 : 1993/ISO 6754 : 1984 Earth-moving machinery—operation and maintenance—Format and content of manuals (first revision)	30 September 2007
4	IS/ISO 6954 : 2000 Mechanical vibration—Guidelines for the measurement, reporting and evaluation of vibration with regard to habitability on passenger and merchant ships	IS 14733 : 1999/ISO 6954 : 1984 Mechanical vibration and shock—Guidelines for the overall evaluation of vibration in merchant ships	30 September 2007
5	IS 11327 : 2007 Requirements for refrigerant condensing units (first revision)	IS 11327 : 1985 Requirements for refrigerants condensing units	30 September 2007
6	IS/ISO 2631-2 : 2003 [Superseding IS 13276 (Part-2) : 1992] Mechanical vibration and shock—Evaluation of human exposure to whole body vibration—Part-2 Vibration in buildings (1 Hz to 80Hz)	IS 13276 (Part-2) : 1992/ISO 2631-2 : 1989 Evaluation of human exposure to whole body vibration Part-2 Continuous and shock induced vibration in buildings (1 Hz to 80Hz)	30 September 2007
7	IS/ISO 3449 : 2005 (Superseding IS 13769 : 1993) Earth-moving machinery—Falling-object protective structures—Laboratory tests and performance requirements	IS 13769 : 1993/ISO 3449 : 1992 Earth-moving machinery—Falling-object protective structures—Laboratory tests and performance requirements	30 September 2007

Copy of these Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MED/G-2 : 1]

C. K. VEDA, Sc.-F & Head (Technical Engineering)

नई दिल्ली, 5 नवम्बर, 2007

का.आ. 3311.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानका(को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आईएस/15100 : 2001 मोटर वाहनों में प्रयुक्त स्थायी रूप से बने द्रवित पेट्रोलियम गैस आधारों के लिए बहुप्रकायत्मिक वाल्व असेम्बली	संशोधन नं 3, मई 2007	1 नवम्बर 2007
2	आई एस 12699 : 1989 जेट अपकेन्द्री पंप के चयन, संस्थापन एवं परिचालन और रखरखाव-रीति संहिता	संशोधन नं 2, अक्टूबर 2007	31 अक्टूबर 2007

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एम. ई.डी./जी-2 : 1]

सी.क. वेदा, वैज्ञ. 'एफ' एवं प्रमुख (यांत्रिक इंजी.)

New Delhi, the 5th November, 2007

S.O. 3311.— In pursuance of clause (b) of sub-rule (1) of Rules (7) of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which is given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 15100 : 2001 Multifunction valve assembly for permanently fixed liquefied petroleum gas (LPG) containers for automotive use	Amendment No. 3 May 2007	1 November 2007
2	IS 12699 : 1989 Selection, installation, operation and maintenance of jet centrifugal pump combination—Code of practice	Amendment No. 2 October 2007	31 October 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref MED/G-2 : 1]

C. K. VEDA, Sc.-F & Head (Technical Engineering)

नई दिल्ली, 6 नवम्बर, 2007

का.आ. 3312.— भारतीय मानक ब्यूरो प्रमाणन (विनियम), 1988 की धारा 4 (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधि सूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) के लिए निम्न लाइसेंस प्रदान किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	भारतीय मानक की संख्या और वर्ष	अनुज्ञप्ति संख्या और लागू होने की तिथि	अनुज्ञप्तिधारक का पता
(1)	(2)	(3)	(4)
1	भामा 4985 : 2000	7760283 2007-07-10	एरोमा हाइटैक लि., सर्वे सं. 580, राष्ट्रीय राजमार्ग 15, समख्याली, राधापुर हाईवे, लकोडियो, तालुका भचाऊ, जिला कच्छ, गुजरात-370150
2	भामा 8034 : 2002	7760586 2007-07-09	अमीधारा पंप इंडस्ट्रीज, 8-बी, राष्ट्रीय राजमार्ग, गामरा पेट्रोल पंप, रिंग रोड, जिला राजकोट, गुजरात-360003
3	भामा 14933 : 2001	7761992 2007-07-12	निर्मल रबड़ इंडस्ट्रीज, 45-उद्योगनगर, सुरेंद्रनगर, जिला सुरेंद्रनगर, गुजरात-363002
4	भामा 302 : भाग 2 : खंड 3 : 1992	7763592 2007-07-25	अजंता लिमिटेड, पी ओ बॉक्स 177, ओरपेट इंडस्ट्रीयल एस्टेट, राजकोट हाईवे, मोरबी, जिला राजकोट, गुजरात-363641
5	भामा 14543 : 2004	7765091 2007-07-24	मन मिनरल्ज, सर्वे सं. 442, 443 : प्लॉट सं. 19, सिखपुर, तालुका मूली, जिला : सुरेंद्रनगर, गुजरात
6	भामा 12269 : 1987	7757597 2007/07/04	रोयल सीमेंट कंपनी, लखधीरपुर रोड, घुंटू, मोरबी, जिला : राजकोट, गुजरात-363642

(1)	(2)	(3)	(4)
7	भामा 1417 : 1999	7759706 2007-07-09	अमर ज्वैलरज, जैन प्लॉट, एस टी रोड, भेसन, जिला : जूनागढ़, गुजरात-362020
8	भामा 1417 : 1999	7759302 2007-07-09	गुजरात ज्वैलरज, 9 स्वामिनारायण कैम, पैलेस रोड, जिला राजकोट, गुजरात-360001
9	भामा 2112 : 2003	7759403 2007-07-09	गुजरात ज्वैलरज, 9 स्वामिनारायण कैम, पैलेस रोड, जिला राजकोट, गुजरात-360001
10	भामा 1417 : 1999	7759605 2007-07-09	गोपी ज्वैलरज, जावेरी बाजार, पोरबंदर, गुजरात-360575
11	भामा 1417 : 1999	7764190 2007-07-25	जयदीप ज्वैलरज, राजश्रुंगी पैलेस रोड, आशापुर मंदिर के सामने, राजकोट, गुजरात-360001
12	भामा 1417 : 1999	7763895 2007-07-25	जैतपुरवाला औरनामेंट्स, 7, सहजानंद अपार्टमेंट, लक्ष्मीवाड़ी, राजकोट, गुजरात-360002
13	भामा 1417 : 1999	7762792 2007-07-18	मीरा ज्वैलरज, 3, अलंकार बिल्डिंग, पैलेस रोड, राजकोट, गुजरात-361001
14	भामा 1417 : 1999	7764089 2007-07-25	मानेक ज्वैलरज, सेंट्रल बैंक रोड, जामजोधपुर, जिला जामनगर, गुजरात
15	भामा 1417 : 1999	7759201 2007-07-09	पारेख भांजी वनमालीदास, टावर के समीप, सरजू चौक, अमरेली; गुजरात
16	भामा 1417 : 1999	7764291 2007-07-25	प्रेम वालजी एवं संज (जे) प्रा. लिमिटेड, कुंवरजीभाई टावर्स, पैलेस रोड, राजकोट, गुजरात 360001
17	भामा 1417 : 1999	7764392 2007-07-25	संजय ज्वैलरज, विट्ठल प्रेस रोड, सुरेंद्रनगर, गुजरात-363001
18	भामा 1417 : 1999	7761487 2007-07-13	श्री मनोरथ ज्वैलरज, अंबाजी गली के सामने, नानी बाजार, गोंडल, जिला राजकोट, गुजरात-360311
19	भामा 1417 : 1999	7763693 2007-07-25	श्री मनहर ज्वैलरज, 4 गायकवाड़ी, प्लॉट, तेहलियाराम मंदिर के समीप, राजकोट, गुजरात-360003
20	भामा 1417 : 1999	7759504 2007-07-09	सोनी नरेंद्र कुमार गंगदास, मेन बाजार, रामुला सिटी, राजुला, जिला अमरेली, गुजरात-365560
21	भामा 1417 : 1999	7763996 2007-07-25	पायल ज्वैलरज, पवन कोम्प्लैक्स, नानी बाजार, आर्यगली के समीप, गोंडल, जिला राजकोट, गुजरात-360311
22	भामा 1417 : 1999	7764695 2007-07-26	शांतिलाल नगरदास एवं कंपनी, नानावती बाजार, भावनगर, गुजरात-364001
23	भामा 1417 : 1999	7764796 2007-07-26	सोनी पोपटलाल कांजी, 91, सुभाष रोड, ब्लॉक सं. 10, वेरावल, जिला जूनागढ़, गुजरात
24	भामा 1417 : 1999	7763794 2007-07-25	शाह शशिकांत मोहनलाल, सोनी बाजार, राजकोट, गुजरात-360001

[सं. सी एम डी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 6th November, 2007

S.O. 3312.—In pursuance of Section 4 (5) of the Bureau of Indian Standards Certification (Regulations), 1988, the Bureau of Indian Standards hereby notifies that Licence to use Indian Standard Mark, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Operative date of Licence	Address of Licensee
(1)	(2)	(3)	(4)
1.	IS 4985 : 2000	7760283 2007/07/10	M/s Aroma Hightech Ltd., S. No. 580, N.H. 15, Samkhyali Radhanpur Highway, Lakadia, Taluka Bhachau, Distt Kachchh : Gujarat
2.	IS 8034 : 2002	7760586 2007/07/09	Amidhara Pump Industries, 8-B National Highway, NR. Gamara Petrol Pump, Ring Road, Distt : Rajkot Gujarat-360 003
3.	IS 14933 : 2001	7761992 2007/07/12	Nirmal Rubber Industries, 45-Udyog Nagar, Surendra Nagar, Distt : Surendranagar Gujarat-363 002
4.	IS 302 : Part 2 : Sec 3 : 1992	7763592 2007/07/25	Ajanta Limited, P.O. Box 177, Orpat Industries Estate, Rajkot Highway, Morbi Distt : Rajkot Gujarat-363 641
5.	IS 14543 : 2004	7765091 2007/07/24	Mann Minerals, Survey No. 442, 443; Plot No. 19, Sekhpar, Taluka Muli, Distt : Surendranagar, Gujarat
6.	IS 12269 : 1987	7757597 2007/07/04	Royal Cement Company, Lakhdhirpur Road, Ghuntu, Morbi, Distt : Rajkot Gujarat-363 642
7.	IS 1417 : 1999	7780087 2007/09/24	Vinayak Jewellers, Chokshi Bazar, Junagadh Gujarat 362001
8.	IS 1417 : 1999	7780390 2007/09/24	Choksi Virji, Choksi Bazar, Junagadh Gujarat-362 001
9.	IS 1417 : 2003	7780491 2007/09/24	Luhaar Ghelabhai Kalabhai Jewellers, 101, Devdarshan Complex, Bhupendra Road Rajkot Gujarat-360 001
10.	IS 1417 : 1999	7769406 2007/09/24	Soni Lalit Chandra Jivrajbhai Raninga Raj Marg, Upleta Rajkot, Gujarat
11.	IS 1417 : 1999	7768909 2007/08/09	Jaisukh Lal Jivrajbha Raninga Behind Court, Main Bazar, Bus Stand Road, Manavadar Junagadh Manavdar Gujarat-362 630
12.	IS 1417 : 1999	7769002 2007/08/09	Aakar Gold Golden Plaza, Soni Bazar, Kotharia Naka Rajkot, Gujarat-360 001
13.	IS 1417 : 1999	7762792 2007/07/18	M/s Mira Jewellers 3, Alankar Building Palace, Road, Rajkot Gujarat-361 001
14.	IS 1417 : 1999	7764089 2007/07/25	M/s Manek Jewellers Central Bank Road, Jamjodhpur, Distt : Jamnagar, Gujarat,
15.	IS 1417 : 1999	7759201 2007/07/09	M/s Parikh Bhanji Vanmalidas Near Tower, Sarju Chowk, Amreli, Gujarat
16.	IS 1417 : 1999	7764291 2007/07/25	M/s Premji Valji & Sons (J) Pvt. Ltd. Kuverjibhai Towers, Palace, Road, Rajkot Gujarat-360 001

(1)	(2)	(3)	(4)
17.	IS 1417 : 1999	7764392 2007/07/25	M/s Sanjay Jewellers Vithal Press Road, Surendranagar Gujarat-363 001
18.	IS 1417 : 1999	7761487 2007/07/13	M/s Sh. Manorath Jewellers Opp. Ambaji Street, Nani Bazar, Gondal Distt : Rajkot, Gujarat-360 311
19.	IS 1417 : 1999	7763693 2007/07/25	M/s Shree Manhar Jewellers 4, Gayakvadi Plot, Nr. Taheliyaram Mandir, Rajkot, Gujarat-360 003
20.	IS 1417 : 1999	7759504 2007/07/09	M/s Soni Narendra Kumar Gangadas Main Bazar, Rajula City, Rajula Distt : Amreli Gujarat-365 560
21.	IS 1417 : 1999	7763996 2007/07/25	M/s Payal Jewellers Pavan Comp. Nani Bazar, Near Arya Street, Gondal Distt : Rajkot Gujarat-360 311
22.	IS 1417 : 1999	7764695 2007/07/26	M/s Shantilal Nagardas & Co. Nanavati Bazar, Bhavnagar Gujarat-364 001
23.	IS 1417 : 1999	7764796 2007/07/26	M/s Soni Popatlal Kanji 91 Subhash Road, Block No. 10, Veraval Distt : Junagadh Gujarat
24.	IS 1417 : 1999	7763794 2007/07/25	M/s Shah Shashikant Mohanlal Soni Bazar, Rajkot Gujarat-360,0001

[No. CMD/13 : 11]

A.K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3313.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 9786 : 1981 विनायल क्लोराइड (वीसीएम) की सुरक्षा संहिता	संशोधन सं. नं. 2, अगस्त 2007	31 अगस्त 2007
2.	आईएस 3521 : 1999 औद्योगिक सुरक्षा पट्टे व सज्जा कवच-विशिष्ट (तृतीय पुनरीक्षण)	संशोधन सं. नं. 2, अगस्त 2007	31 अक्टूबर 2007

इन मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 8/आईएस 9786 एवं 3521]

ई. देवेन्द्र, वैज्ञानिक-एफ (रसायन)

New Delhi, the 7th November, 2007

S.O. 3313.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 9786 : 1981 Code of Safety for Vinyl Chloride (VCM)	Amendment No. 2, August 2007	31 August 2007
2	IS 3521 : 1999 Industrial Safety Belts and Harnesses—Specification (Third Revision)	Amendment No. 2, August 2007	31 October 2007

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 8/IS 9786 & 3521]

E. DEVENDAR, Scientist-F (Chemical)

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3314.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं (जून, 2007 महिना के लिए)

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनु. वर्ष
1	2	3	4	5	6	7	8
1.	5342457	21-06-2007	मेसर्स बी एस इंडस्ट्रीज उन्नयन इंडस्ट्रियल एस्टेट पो. आ. : बोरसुल-713124 जिलस-वर्धमान पश्चिम बंगाल	शिरोपरि प्रेषणों के लिए एल्यूमीनियम के चालक भाग : 4 एल्यूमीनियम मिश्रधातु के लउदार चालक (एल्यूमीनियम-मैगनीशियम- सिलिकान टाइप)	398	4	1994
2.	5342558	21-06-2007	मेसर्स एल्यूमीनियम इलेक्ट्रॉल्स/मैन्यूफैक्चरिंग कं. प्राई. लिमि. 57/52, धोषपारा रोड, तेतुलतला, हालिशहर-743134 जिला-वर्धमान पश्चिम बंगाल	शिरोपरि प्रेषणों के लिए एल्यूमीनियम के चालक भाग : 2 एल्यूमीनियम के चालक जस्तीकृत इस्पात प्रबलित	398	2	1996
3.	5345766	6-07-2007	मेसर्स चक्रवर्ती एंटरप्राइज मिरिक रोड, खपरैल, पो.आ. निमाई, मार्ग से-माटीगारा, दार्जिलिंग-734010	समुद्री उपयोग के लिए प्लाईवुड	710		1976
4.	5345867	6-07-2007	मेसर्स प्रणव प्रोडक्ट्स (प्रा.) लि., मिरिक रोड, खपरैल, पो.आ. निमाई, मार्ग से-माटीगारा, दार्जिलिंग-734010	समुद्री उपयोग के लिए प्लाईवुड	710		1976

1	2	3	4	5	6	7	8
5.	5345968	6-07-2007	मेसर्स प्रणव प्रोडक्ट्स (प्रा.) लि., मिरिक रोड, खपरैल, पो.आ. निमाई, मार्ग से-माटीगारा, दार्जिलिंग-734010	समुद्री उपयोग के लिए प्लाईवुड	303		1976
6.	5347972	23-07-2007	मेसर्स बी एस प्रोग्रेसिव (प्रा. ई.) लि. गंगारामपुर, पु. स्टे विष्णुपुर, डायमुड हार्बर रोड, जिला : दक्षिण 24 परगना, पश्चिम बंगाल	लकड़ी के फ्लस डोर शटर	2202	1	1999
7.	5348368	26-07-2007	मेसर्स बी एस प्रोग्रेसिव (प्रा. ई.) लि. गंगारामपुर, पु. स्टे विष्णुपुर, डायमुड हार्बर रोड, जिला : दक्षिण 24 परगना, पश्चिम बंगाल	ब्लॉक बोर्ड	1659		2004
8.	5348469	27-07-2007	मेसर्स रामपुर वयार्स प्रा. लि. 8-ए, पागलाडांगा रोड, कोलकाता-700105 पश्चिम बंगाल	शिरोपरि प्रेषणों के लिए एल्यूमीनियम के चालक भाग-2 एल्यूमीनियम के चालक जस्तीकृत इस्पात प्रबलित	398	2	1996
9.	5352359	23-08-2007	मेसर्स आलीसान वेनीर एंड प्लाईवुड प्राई. लि. मौजा-महेशपुर, पो. आ. बिरशिवपुर पु. स्टे-उतुबेरिया जिला-हावड़ा-711316 पश्चिम बंगाल	ब्लॉक बोर्ड	1659		2004
10.	5352460	23-08-2007	मेसर्स बी एस प्रोग्रेसिव (प्रा. ई.) लि. गंगारामपुर, पु. स्टे विष्णुपुर, डायमुड हार्बर रोड, जिला : दक्षिण 24 परगना, पश्चिम बंगाल	समुद्री उपयोग के लिए प्लाईवुड	710		1976
11.	5352651	23-08-2007	मेसर्स बी एस प्रोग्रेसिव (प्रा. ई.) लि. गंगारामपुर, पु. स्टे विष्णुपुर, डायमुड हार्बर रोड, जिला : दक्षिण 24 परगना, विष्णुपुर, पश्चिम बंगाल	कंक्रीट के शटरिंग कार्य के लिए प्लाईवुड	4990		1993

1	2	3	4	5	6	7	8
12.	5353462.	27-08-2007	मेसर्स अम्बुजा सीमेंट्स लि. यूनिट : फराक्का, ग्राम: केंदुआ, पो.आ. : श्रीमन्तपुर, पु. स्ट्रे. फराक्का, जिला : मुर्शिदाबाद-742212 पश्चिम बंगाल	पोर्टलैंड पोझोलाना सीमेंट	1489	1	1991

[सं. सी एम डी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 7th November, 2007

S.O. 3314.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the grant of licences particulars of which are given in the following schedule (for the month of June—Aug 2007) :

SCHEDULE

Sl.No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	5342457	21.06.07	M/s. B. S. Industries Unnayani Industrial Estate P.O. Barsui-713 124 Dist. Bardhaman West Bengal	Aluminium Conductors for Overhead Transmission purposes: Part 4. Aluminium Alloy Stranded Conductors (Aluminium Magnesium Silicon Type)	398	4		1994
2.	5342558	21.06.07	M/s. Aluminium Electrical Mfg. Co. Pvt.Ltd 57/52 Ghosh Para Road Tentultala P.O. Halisahar-743134 Dist. North 24 Parganas West Bengal	Aluminium Conductors for overhead Transmission Purposes: Part 2 Aluminium Conductors, Galvanized Steel Reinforced	398	2		1996
3.	5345766	6.07.07	M/s. Chakraborty Enter- prise, Mirik Road, Khaprail, P.O. Nema, Via-Matigara, Darjeeling, West Bengal-734010	Marine Plywood	710			1976
4.	5345867	6.07.07	M/s. Pranav Products(P) Ltd. Mirik Road, Khaprail, P.O. Nema, Via-Matigara, Darjeeling, West Bengal-734010	Marine Plywood	710			1976
5.	5345968	6.07.07	M/s. Pranav Products(P) Ltd. Mirik Road, Khaprail, P.O. Nema, Via-Matigara, Darjeeling, West Bengal-734010	Plywood for general purposes	303			1989

1	2	3	4	5	6	7	8	9
6.	5347972	23-07-07	M/s. B. S. Progressive (Pvt. Ltd.) Gangarampur, P.S. Bishnu Pur Diamond Harbour Road, Dist. South 24 Parganas, West Bengal.	Wooden Flush Door Shutters	2202	1		1999
7.	5348368	26-07-07	M/s. B. S. Progressive (Pvt. Ltd.), Gangarampur, P.S. Bishnupur Diamond Harbour Road, Dist. South 24 Parganas, West Bengal.	Block Board	1659			2004
8.	5348469	27-07-07	M/s. Rampur Wires (P) Ltd., 8A, Pagladanga Road, Kolkata-700105, West Bengal.	Aluminium conductor for overhead transmission purposes, Part 2: Aluminium conductors, Galvanized Steel Reinforced	398	2		1996
9.	5352359	23-08-2007	M/s. Alishan Veneer & Plywood Pvt.Ltd., Mouza : Maheshpur, P.O. Birshibpur, P.S. Uluberia, Dist. Howrah-71 1316, Bengal.	Block Board	1659			2004
10.	5352460	23-08-2007	M/s. B. S. Progressive Pvt. Ltd., Gangarampur, P.S. Bishnupur Diamond Harbour Road, Dist. South 24 Parganas, Bishnupur, West Bengal.	Marine Plywood	710			1976
11.	5352561	23-08-2007	M/s. B. S. Progressive (Pvt. Ltd.) Gangarampur, P.S. Bishnupur Diamond Harbour Road, Dist. South 24 Parganas, West Bengal	Plywood for concrete shuttering works	4990			1993
12.	5353462	27-08-07	M/s. Ambuja Cements Ltd., Unit: Farakka, Vill: Kendua, P.O. Srimantapur P.S. Farakka, Dist. Murshidabad. West Bengal-742212.	Portland Pozzolana Cement	1489	1		1991

नई दिल्ली, 7 नवम्बर, 2007

का.आ. 3315.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द/स्थगित करने की तिथि
1	2	3	4	5
1.	7420562	अजीत डीजलज, 6, आजी वसाहत, के रसिकलाल एवं कंपनी के पीछे, राजकोट, गुजरात-360003	कृषि प्रयोजनों के लिए समगति संपीडन प्रज्वलन (डीजल) इंजन की कार्यकारिता अपेक्षाएं आईएस 11170 : 1985	04-07-2007
2.	7440871	पी एम डीजलज प्रा. लिमिटेड, पोस्ट बॉक्स सं 1003, आजी इंडस्ट्रीयल एस्टेट, राजकोट, गुजरात-360003	सामान्य प्रयोजनों के लिए समगति संपीडन प्रज्वलन (डीजल) इंजन की कार्यकारिता अपेक्षाएं आईएस 10001 : 1981	04-07-2007
3.	7487493	प्रेजीडेंट टेक्सटाईलज इंडस्ट्रीज, कृष्णा कोल्ड स्टोरेज, गोंडल रोड, गली सं. 2, सम्राट इंडस्ट्रीयल एरिया, राजकोट, गुजरात-360004	जल कार्य प्रयोजनों के लिए स्लूइस वाल्व (50 से 1200 मिमि आकार) आईएस 14846 : 2000	09-07-2007

[सं. सीएमडी-13 : 13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 7th November, 2007

S.O. 3315.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the licensee	Article/Process with relevant Indian Standards covered by the licence	Date of cancellation/the licence cancelled/suspension
1	2	3	4	5
1.	CM/L-7420562	M/s Ajeet Diesels, 6, Aji Vasahat, Behind K. Rasiklal & Co., Distt. : Rajkot, Gujarat-360003	Speed Compression Ignition (Diesel) Engines for Agricultural Purposes (Upto 20 kw) IS 11170 : 1985	04-07-2007
2.	CM/L-7440871	M/s P.M. Diesels Pvt. Ltd., Post Box No. 1003, Aji Industrial Estate, Rajkot, Gujarat-360003	Performance requirements for constant speed compression ignition (diesel) engines for general purposes (upto 20 kw) (IS 10001 : 1981)	04-07-2007
3.	CM/L-7487493	M/s President Textiles Industries B/H Kishan Cold Storage, Gondal Road, Street No. 2, Samrat Industrial Area, Rajkot, Distt. Rajkot Gujarat-360004	Sluice Valve for Water Works Purposes (50 to 1200 mm Size)—Specification IS 14846 : 2000	09-07-2007

[No. CMD/13 : 13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 13 नवम्बर, 2007

का.आ. 3316.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आईएस/आईसी 62271-105 : 2002 उच्च वोल्टता के स्विचगियर और नियंत्रणगियर : भाग 105 प्रत्यावर्ती धारा स्विच फ्यूज संयोजन	—	30 सितम्बर, 2007

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ई.टी. 08/टी-36]

पी. के. मुखर्जी, वैज्ञा.-एफ एवं प्रमुख (वैद्युत तकनीकी)

New Delhi, the 13th November, 2007

S.O. 3316.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS/IEC 62271-105 : 2002 High voltage switchgear and controlgear Part 105 Alternating current switch-fuse combinations	—	30 September, 2007

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 08/T-36]

P. K. MUKHERJEE, Sc.-F & Head (Electrical Engineer)

कोयला मंत्रालय

नई दिल्ली, 12 नवम्बर, 2007

का.आ. 3317.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किये जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले के लिए पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/313 तारीख 23 मार्च, 2007 का निरीक्षण कलेक्टर, अनूपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कार्जिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेंजेंगे।

अनुसूची

बकही ब्लॉक विस्तार,

सोहागपुर क्षेत्र

जिला-अनूपपुर (मध्य प्रदेश)

रेखांक संख्या-एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/313 तारीख 23 मार्च, 2007 (पूर्वक्षण के लिए अधिसूचना भूमि दर्शाते हुए)

क्रम संख्या	ग्राम का नाम	बंदोबस्त नम्बर	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	बकही	629	47	अनूपपुर	अनूपपुर	25.704	भाग

योग :— 25.704 हेक्टर (लगभग) या 63.52 एकड़ (लगभग)

सीमा वर्णन :—

क-ख-ग-घ : रेखा ग्राम बकही की पूर्वी सीमा पर "क" बिन्दु से आरम्भ होती है, और बकही ग्राम से गुजरते हुए उसी ग्राम की पूर्वी सीमा पर ही बिन्दु "घ" पर मिलती है।

घ-क : रेखा ग्राम बकही के पूर्वी सीमा से गुजरते हुए "क" बिन्दु पर मिलती है।

[फा. सं. 43015/10/2007-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 12th November, 2007

S.O. 3317.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area bearing Number: SECL/BSP/GM(PLG)/Land/313 dated 23rd March, 2007 covered by this notification can be inspected at the office of the Collector, Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur-495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Bakhi Block Extension

Sohagpur Area

District-Anuppur (Madhya Pradesh)

Plan bearing No. S.E.C.L./BSP/G.M. (PLG)/LAND/313 dated 23 March, 2007 (Showing the land notified for prospecting).

Serial No.	Name of village	Bandobast No.	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Bakhi	629	47	Anuppur	Anuppur	25.704	Part

Total :— 25.704 hectares (Approx.) OR 63.52 acres (Approx.)

Boundary description :—

A-B-C-D : Line starts from point "A" on the eastern boundary of village Bakhi and passes through village Bakhi and meets at point "D" on the eastern boundary of the same village.

D-A : Line passes through eastern boundary of village Bakhi and meets at point "A".

[F. No. 43015/10/2007-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 12 नवम्बर, 2007

का.आ. 3318:—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्यांक का.आ. 2716, तारीख 30 जून, 2006, जो भारत के राजपत्र के भाग II, खण्ड-3, उपखण्ड (ii) तारीख 15 जुलाई, 2006 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 599.718 हेक्टर (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि में कोयला अभिप्राप्त है;

अतः, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम 1957 की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 599.718 हेक्टर (लगभग) माप की उक्त भूमि का अर्जन करने की अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या ईसीएल/एचयूआरआरए "सी"/मौजा/06 तारीख 13-11-2006 को उपायुक्त जिला-गोड्डा (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या निदेशक तकनीकी (प्रचालन) ईस्टर्न कोलफील्ड्स लिमिटेड, सेंटोरिया, डाकघर दिशेरागढ़, जिला-बर्दमान (पं. बंगाल) पिन कोड सं. 713335 के कार्यालय में किया जा सकता है।

टिप्पण 2 : कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध हैं—

अर्जन की बाबत आपत्तियाँ—

1. कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गयी है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण:— इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयले उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

2. उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधिव्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उनके विनिश्चय के लिए देगा।

इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकार में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन अधिसूचना सं. का.आ. 2520 तारीख 11 जून, 1983 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची हारा "सी" परियोजना, (राजमहल कोलफील्ड्स)

क्रम सं.	मौजा का नाम	थाना सं.	थाना	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	हुरा	36	ललमटिया बोआरीजोर	गोड्डा	42.804	भाग
2.	कुलबेरिया	35	ललमटिया बोआरीजोर	गोड्डा	44.104	भाग
3.	पियाराम	34	ललमटिया बोआरीजोर	गोड्डा	23.804	भाग
4.	हरकट्टा	4	ललमटिया बोआरीजोर	गोड्डा	22.792	भाग
5.	हरिपुर	12	ललमटिया बोआरीजोर	गोड्डा	190.706	भाग
6.	बड़ा खेरबानी	5	ललमटिया बोआरीजोर	गोड्डा	18.745	भाग
7.	सीलातरी	16	ललमटिया बोआरीजोर	गोड्डा	92.428	भाग
8.	डुमरिया	01	ललमटिया बोआरीजोर	गोड्डा	7.543	भाग
9.	झाहाजोर	1	ललमटिया बोआरीजोर	गोड्डा	156.097	भाग
10.	जंगल ब्लॉक	कुछ नहीं	ललमटिया बोआरीजोर	गोड्डा	0.694	भाग
कुल क्षेत्र 599.718 हेक्टर (लगभग)						

भूमि अनुसूची**मौजा हुरा धाना सं. 36 में**

धाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जानेवाले प्लॉट

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 (भाग), 23, 24(भाग), 25(भाग), 26(भाग), 7(भाग), 77(भाग), 79(भाग), 80(भाग), 82(भाग), 83(भाग), 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95(भाग), 96(भाग), 97(भाग), 98(भाग), 99(भाग), 100, 101, 102, 103, 104(भाग), 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176(भाग), 177, 178(भाग), 179(भाग), 225(भाग), 243(भाग), 245(भाग), 246(भाग), 247(भाग), 278(भाग), 304, 312(भाग), 314(भाग), 315, 316, 317, 318, 319(भाग), 320, 321, 322, 324(भाग), 325, 326, 332(भाग),

मौजा फुलबेरिया धाना सं. 35

धाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

1(भाग), 107 (भाग), 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151(अंश), 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206(भाग), 207(भाग), 208(भाग), 210(भाग), 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228(भाग), 229(भाग), 230(भाग), 232(भाग), 234(भाग), 235, 236, 237, 238, 239, 240, 241, 242, 243, 244(भाग), 245(भाग), 250(भाग), 254(भाग), 374(भाग), 378(भाग), 426(भाग), 561(भाग), 562(भाग), 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 623, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706(भाग), 733(भाग), 734, 735(भाग), 736(भाग), 737(भाग),

मौजा पियाराम धाना सं. 34

धाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

469, 470, 471, 472, 473, 474, 475, 522(भाग),

मौजा हाहाजोर धाना सं. 13

धाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

9(भाग), 13(भाग), 16(भाग), 18, 30, 31, 32, 33, 34, 35, 36, 37, 38, 60(भाग), 61, 62(भाग), 63, 64(भाग), 65, 66, 67, 68, 69, 70, 71, 72, 73(भाग), 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 311, 312, 313.

मौजा बडा खेरवनी थाना सं. 05

थाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

15(भाग), 16(भाग), 17(भाग), 18(भाग), 19(भाग), 20(भाग), 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36(भाग), 37(भाग), 38(भाग), 39(भाग), 40(भाग), 44(भाग), 45(भाग), 46(भाग), 68(भाग), 69, 170(भाग), 171(भाग), 476.

मौजा हरिपुर थाना सं. 12

थाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

1(भाग), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259.

मौजा डुमरिया थाना सं. 01

थाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

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मौजा हरकट्टा थाना सं. 04

थाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

532(भाग), 533, 687, 688, 689(भाग), 695.

मौजा लीलातारी थाना सं. 11

थाना ललमटिया बोआरीजोर, जिला गोड्डा में अर्जन किए जाने वाले प्लॉट

1, 2(भाग), 3, 4, 5, 6, 7, 8(भाग), 9(भाग), 19(भाग), 20(भाग), 26(भाग), 27(भाग), 28(भाग), 29(भाग), 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41(भाग), 42(भाग), 43(भाग), 102(भाग), 114(भाग), 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139(भाग), 140, 141(भाग), 142(भाग), 143(भाग), 148(भाग), 150(भाग), 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456 अंश.

457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566(भाग), 567, 568, 569, 570(भाग), 571, 572(भाग), 573(भाग), 574, 575, 576, 577, 578, 579, 580(भाग), 581(भाग), 594(भाग), 596(भाग), 597, 598(भाग), 599, 600(भाग), 607(भाग), 645(भाग), 646(भाग), 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672(भाग), 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708(भाग), 709(भाग), 710(भाग), 712(भाग), 713(भाग), 715(भाग), 716, 717, 718(भाग), 724(भाग), 726(भाग), 727, 728(भाग), 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750(भाग), 751(भाग), 753, 754, 755(भाग), 756(भाग), 758(भाग), 763(भाग), 766(भाग), 767(भाग), 768(भाग), 771(भाग), 772(भाग), 773(भाग), 774(भाग), 1182(भाग), 1183(भाग)

मौजा जंगल ब्लॉक थाना सं. शून्य, थाना ललमटिया बोआरीजोर, जिला गोडडा में अर्जन किए जाने वाले प्लॉट शून्य

सीमा विवरण (क1 - क19)

क1 - क2 : रेखा प्लॉट सं. 510 मौजा हरकट्टा सं. 4 के क1 बिन्दु से शुरू होकर प्लॉट सं. 532 से गुजरती हुई नदी 689 को पार करती हुई मौजा बडा खेरबनी सं. 5 के प्लॉट सं. 15 से होती हुई और प्लॉट सं. 16, 18, 19, 20, 171, 68, 36, 37, 39, 40, 38, 45, 44, 46, 170, से गुजरती हुई मौजा बडा खेरबनी सं. 5 और मौजा लीलातरी सं. 11 की सम्मिलित सीमा में क2 बिन्दु पर मिलती है।

क2 - क3 : रेखा मौजा बडा खेरबनी थाना सं. 5 और मौजा लीलातरी थाना सं. 11 की सम्मिलित सीमा रेखा के क2 बिन्दु से प्रारंभ होकर प्लॉट सं. 2, 8, 9, 19, 20, 27, 26, 29, 53, 41, 42, 43, 102, 148, 150, 139, 143, 142, 141, 114, 673, 774, 773, 771, 772, 767, 763, 768, 766, 750, 751, 758, 756, 755, 718, , 715, 713, 728, 726, 724, 712, 710, 709, 874, 875, 876, 879, 878, 886, 887, 889, 672, 645, 646, 456, 600, 598, 607, से गुजरती है और मौजा लीलातरी सं. 11 प्लॉट सं. 1182 में बिन्दु क3 पर मिलती है।

क3 - क4 : रेखा मौजा लीलातरी थाना सं. 11 प्लॉट सं. 1182 में बिन्दु क3 से प्रारंभ होकर इसी मौजा के प्लॉट सं. 1183, 594, 596, 597, 580, 581, 573, 572, 570, 566, से गुजरती है और सम्मिलित सीमा मौजा लीलातरी सं. 11 एवं हुरा सं. 36 की सम्मिलित सीमा को पार करती हुई मौजा सं. 36 के प्लॉट सं. 247, 246, 245, 243, 22, 24, 25, 26 से गुजरती हुई इसी मौजा हुरा के प्लॉट सं. 132 में बिन्दु क4 पर मिलती है।

क 4- क 5 : रेखा मौजा हुरा सं. 36 के प्लॉट सं. 132 में क 4 से प्रारंभ होकर प्लॉट सं. 26, 82, 83, 87, 80, 79, 77, 75, 95, 225, 96, 97, 98, 99, 104, 176, 179, 178, 278, 314, 312, 304 से गुजरती हुई सम्मिलित सीमा मौजा सं. 36 और जंगल ब्लॉक सं. - शून्य की सीमा पर क 5 बिन्दु पर मिलती है।

क 5 - क 6 : रेखा साझा सम्मिलित मौजा सं. 36 और जंगल ब्लॉक सं. शून्य पर क 5 बिन्दु से प्रारंभ होकर मौजा जंगल ब्लॉक सं. शून्य प्लॉट सं. शून्य से गुजरती हुई पुनः सम्मिलित सीमा मौजा सं. 36 और जंगल ब्लॉक सं. - शून्य को पार करती हुई मौजा हुरा सं. 36 के प्लॉट सं. 332, 319, 324 से गुजरती हुई सम्मिलित सीमा हुरा सं. 36 और मौजा फुलबेरिया सं. 35 में क 6 बिन्दु पर मिलती है।

क 6 - क 7 : रेखा साझा सीमा हुरा सं. 36 और मौजा फुलबेरिया सं. 35 में क 6 बिन्दु से शुरू होकर फुलबेरिया सं. 35 के प्लॉट सं. 737, 736, 735, 734, 733, 706, 561, और मौजा फुलबेरिया सं. 35 के प्लॉट सं. 562 में बिन्दु क 7 पर मिलती है।

क 7 - क 8 : रेखा मौजा फुलबेरिया सं. 35 के प्लॉट सं. 562 में बिन्दु क 7 से होकर इसी मौजा के प्लॉट सं. 426, 378, 374, 206, 207, 208, 210, 229, 228, 230, 232, 234, 254, 250, 245, 244, 151, 107, 1, से गुजरती है और मौजा फुलबेरिया सं. 35 और मौजा हरिपुर सं. 12 की सम्मिलित सीमा पर बिन्दु क 8 पर मिलती है।

क 8 - क 9 : रेखा मौजा फुलबेरिया सं. 35 और मौजा हरिपुर सं. 12 की सम्मिलित सीमा पर बिन्दु क 8 से प्रारंभ होकर मौजा हरिपुर सं. 12 के प्लॉट सं. 1 से गुजरती हुई पुनः मौजा हरिपुर सं. 12 और मौजा पियाराम सं. 34 की सम्मिलित सीमा पर क 9 बिन्दु पर मिलती है।

क 9 - क 10 : रेखा मौजा हरिपुर सं. 12 और मौजा पियाराम सं. 34 की सम्मिलित सीमा पर क 9 बिन्दु से प्रारंभ होकर मौजा पियाराम सं. 34 के प्लॉट सं. 522 से गुजरती हुई मौजा पियाराम सं. 34 और मौजा छोटा खेरबनी सं. 16 की सम्मिलित सीमा क 10 बिन्दु पर मिलती है।

क 10 - क 11 : रेखा साझा सीमा मौजा पियाराम सं. 34 और मौजा छोटा खैरबनी सं. 16 की सम्मिलित सीमा के क 10 बिन्दु से प्रारंभ होकर सम्मिलित सीमा मौजा पियाराम सं. 34 और मौजा छोटा खैरबनी सं. 16 की सम्मिलित सीमा को पार करते हुए पुनः मौजा पियाराम सं. 34 के प्लॉट सं. 469 तथा मौजा छोटा खैरबनी सं. 16 के प्लॉट सं. 67 से होकर गुजरती हुई मौजा पियाराम सं. 34 के प्लॉट सं. 522, 470 को पार करती हुई पुनः मौजा पियाराम सं. 34 के प्लॉट सं. 470 में बिन्दु क 11 पर मिलती है।

क 11-क 12 : रेखा मौजा पियाराम सं. 34 के प्लॉट सं. 470 में बिन्दु क 11 से प्रारंभ होकर मौजा हाहाजोर सं. 13, मौजा रंगमटिया और न. 15 की सम्मिलित होकर क 12 बिन्दु पर मिलती है।

क 12-क 13 : रेखा मौजा रंगमटिया सं. 15 और मौजा हाहाजोर सं. 13 की सम्मिलित सीमा में क 12 बिन्दु से शुरू होकर प्लॉट सं. 74 की पश्चिमी सीमा से गुजरती हुई हाहाजोर सं. 13 के प्लॉट सं. 74 में बिन्दु क 13 पर मिलती है।

क 13-क 14 : रेखा मौजा हाहाजोर सं. 13 के प्लॉट सं. 74 की पश्चिमी सीमा के बिन्दु क 13 से प्रारंभ होकर प्लॉट सं. 60, 62, 64, से गुजरती हुई मौजा हाहाजोर सं. 13 के प्लॉट सं. 66 के क 14 बिन्दु पर मिलती है।

क 14 - क 15 : रेखा मौजा हाहाजोर सं. 13 के प्लॉट सं. 66 से क 14 बिन्दु से प्रारंभ होकर मौजा हाहाजोर सं. 13 के प्लॉट सं. 56, 55, 54, 39, 40, 73, 29, 28, 26, 25, 24, 23, के पश्चिमी सीमा से गुजरती हुई प्लॉट सं. 20 में क 15 बिन्दु पर मिलती है।

क 15 -क 16 : रेखा मौजा हाहाजोर सं. 13 के प्लॉट सं. 20 की पश्चिमी सीमा के क 15 बिन्दु से प्रारंभ होकर प्लॉट सं. 20, 73, 17, 16, 14, 13, 9, से गुजरती हुई मौजा हाहाजोर सं. 13 के प्लॉट सं. 8 की पश्चिमी सीमा के क 16 बिन्दु पर मिलती है।

क 16 - क 17 : रेखा मौजा हाहाजोर सं. 13 के प्लॉट सं. 8 में बिन्दु क 16 बिन्दु से प्रारंभ होकर प्लॉट सं. 8, 6, 5, 4, 3, 2 से गुजरती हुई मौजा हाहाजोर सं. 13 और मौजा डुमरिया सं. 01 की सम्मिलित सीमा रेखा को पार करती हुई मौजा डुमरिया सं. 01 के प्लॉट सं. 1190, 1227 के पश्चिमी सीमा से गुजरती हुई मौजा डुमरिया सं. 01 के प्लॉट सं. 1191 में क 17 बिन्दु पर मिलती है।

क 17-क 18 : रेखा मौजा डुमरिया सं. 01 के प्लॉट सं. 1191 की पश्चिमी सीमा के क 17 बिन्दु से प्रारंभ होकर प्लॉट सं. 1191, 1194 से गुजरती हुई मौजा डुमरिया सं. 01 के प्लॉट सं. 1195 के पूर्वी सीमा के क 18 बिन्दु पर मिलती है।

क 18 - क 19 : रेखा मौजा डुमरिया सं. 01 के प्लॉट सं. 1195 के पूर्वी सीमा पर क 18 बिन्दु से प्रारंभ होकर प्लॉट सं. 1195, 1198, 1226, 1224 और 1223 से गुजरती है और सम्मिलित सीमा मौजा डुमरिया सं. 01 एवं हरकट्टा सं. 4 की सम्मिलित सीमा पर मौजा डुमरिया के प्लॉट सं. 1223 के क 19 बिन्दु पर मिलती है।

क 19 - क 1 : रेखा मौजा डुमरिया सं. 01 एवं हरकट्टा न. 4 की सम्मिलित सीमा पर क 19 बिन्दु से प्रारंभ होकर मौजा डुमरिया 01 के प्लॉट सं. 1223, 1222, 1221, 1220 की पूर्वी सीमा के साथ गुजरती हुई मौजा हरकट्टा सं. 04 की सम्मिलित सीमा रेखा से गुजरती है और पुनः मौजा हरकट्टा के प्लॉट सं. 695, 503, 505, 509 से गुजरती हुई मौजा हरकट्टा के प्लॉट सं. 510 के बिन्दु क 1 पर मिलती है।

[सं. 43015/01/2006- पीआरआईडब्ल्यू- 1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 12th November, 2007

S. O. 3318.— Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 2716 dated the 30th June, 2006 issued under sub-section (1) of Section 4 of the Coal Bearing Area (Acquisition and Development) Act, 1957, (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, in Part II, section 3, sub-section (ii) dated 15th July, 2006, the Central Government gave notice of its intention to prospect for Coal in 599.718 hectares (approximately) of land in the locality specified in the Schedule hereto annexed to that notification.

And, whereas the Central Government is satisfied that coal is obtainable from the said land;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the land measuring 599.718 hectares (Approximately) in all right as the Schedule appended hereto:

Note 1:- The plan bearing number ECL/HURRA'C/MOUZA/06 dated 13-11-2006 of the area covered by this notification may be inspected in the office of the Dy. Commissioner, District, Godda (Jharkhand), or in the office of the Coal Controller, 1, Council House Street, Kolkata -700 001, or in the office of the Director Technical (Operation), Eastern Coalfields Limited, Sanctoria, Post Office - Dishergarh, Dist. Burdwan (West Bengal). Pin Code Number 713 333.

Note 2:- Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows:—

“8(1) Objection as acquisition” :—

(1) Any person interested in any land in respect of which notification under sub-section (1) of section 7 has been issued may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation - It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of the coal and that such operation should not be undertaken by the Central Government or any other persons.

(2) Every objection under sub-section (1) of section 8 shall be made to the Competent Authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquirey, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or rights in or over such land or make different reports in respect of different parcels of such land, to the Central Government, containing his recommendations on the objections together with the record of the proceedings held by him, for the decisions of the Government.

For the purpose of this section, a person shall be deemed to be interested in land who will be entitled to claim an interest in compensation if the land or any rights in or over such land were enquired under this Act.

Note - 3 :- The Coal Controller, 1, Council House Street, Kolkata - 700001 has been appointed by the Central Govt. as the competent authority under the Act vide notification number S.O. 2520 Dt. 11th June 1983.

SCHEDULE

HURRA 'C' PROJECT (RAJMAHAL COAL FIELDS)

Sl. No	Mouza Village	Thana No.	Police Station	District	Area Hect.	Remarks
1	Hurra	36	Lalmatia Boarijore	Godda	42.804	Part
2	Fulberia	35	Lalmatia Boarijore	Godda	44.104	Part
3	Piaram	34	Lalmatia Boarijore	Godda	23.804	Part
4	Harkatta	4	Lalmatia Boarijore	Godda	22.792	Part
5	Haripur	12	Lalmatia Boarijore	Godda	190.706	Part
6	Bara Kherbani	5	Lalmatia Boarijore	Godda	18.745	Part
7	Lilatori	16	Lalmatia Boarijore	Godda	92.428	Part
8	Durnaria	1	Lalmatia Boarijore	Godda	7.543	Part
9	Hahajor	13	Lalmatia Boarijore	Godda	156.097	Part
10	Forest Block	Nil	Lalmatia Boarijore	Godda	0.694	Part

Total:- 599.718 Hect. (Approximately)

LAND SCHEDULE

Plots to be acquired in Mouza Hurra Thana No.36
P.S. Lalmatia, Boarijore, Distt. Godda

1,2,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,19,20,21,22(P), 23,24(P),25(P),26(P),75(P),77(P),79(P),80(P),82(P),83(P),84,85,86,87,88,89,90,91,92,93,94,95(P),96(P),97(P),98(P),99(P),100,101,102,103,104(P),105,106,107,108,109,110,111,112,113,114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,146,147,148,149,150,151,152,153,154,155,156,157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,172,173,174,175,176(P),177,178(P),179(P),225(P),243(P),245(P),246(P),247(P),278(P),304,312(P),314(P),315,316,317,318,319(P),320,321,322,324(P),325,326,332(P)

Plots to be acquired in Mouza Fulberia Thana No.35
P.S. Lalmatia, Boarijore, Dist. Godda

1(P), 107(P), 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151(P), 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206(P), 207(P), 208(P), 210(P), 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228(P), 229(P), 230(P), 232(P), 234(P), 235, 236, 237, 238, 239, 240, 241, 242, 243, 244(P), 245(P), 250(P), 254(P), 374(P), 378(P), 426(P), 561(P), 562(P), 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706(P), 733(P), 734, 735(P), 736(P), 737(P).

Plots to be acquired in Mouza Piaram Thana No.34
P.S. Lalmatia, Boarijor, Dist. Godda

469, 470, 471, 472, 473, 474, 475, 522(P).

Plots to be acquired in Mouza Hahajore, Thana No. 13
P.S. Lalmatia, Boarijor, Dist. Godda

9(P), 13(P), 16(P), 18, 30, 31, 32, 33, 34, 35, 36, 37, 38, 60(P), 61, 62(P), 63, 64(P), 65, 66, 67, 68, 69, 70, 71, 72, 73(P), 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 311, 312, 313.

Plots to be acquired in Mouza Barakherbani, Thana No.5
P.S. Lalmatia, Boarijor, Dist. Godda

15(P), 16(P), 17, 18(P), 19(P), 20(P), 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36(P), 37(P), 38(P), 39(P), 40(P), 44(P), 45(P), 46(P), 68(P), 69, 170(P), 171(P), 476.

Plots to be acquired in Mouza Haripur, Thana No.12
P.S. Lalmatia, Boarijor, Dist. Godda

1(P), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259.

Plots to be acquired in Mouza Dumuria, Thana No.1
P.S. Lalmatia, Boarijor, Dist. Godda

1227.

Plots to be acquired in Mouza Harkatta, Thana No.04
P.S. Lalmatia, Boarijor, Dist. Godda

532(P), 533, 687, 688, 689(P), 695.

Plots to be acquired in Mouza Lilatori, Thana No. 11

P.S. Lalmatia, Boarjor, Dist. Godda

1, 2(P), 3, 4, 5, 6, 7, 8(P), 9(P), 19(P), 20(P), 26(P), 27(P), 28(P), 29(P), 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41(P), 42(P), 43(P), 102(P), 114(P), 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139(P), 140, 141(P), 142(P), 143(P), 148(P), 150(P), 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456(P), 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566(P), 567, 568, 569, 570(P), 571, 572(P), 573(P), 574, 575, 576, 577, 578, 579, 580(P), 581(P), 594(P), 596(P), 597, 598(P), 599, 600(P), 607(P), 645(P), 646(P), 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672(P), 673(P), 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709(P), 710(P), 712(P), 713(P), 715(P), 716, 717, 718(P), 724(P), 726(P), 727, 728(P), 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750(P), 751(P), 753, 754, 755(P), 756(P), 758(P), 763(P), 766(P), 767(P), 768(P), 771(P), 772(P), 773(P), 774(P), 1182(P), 1183(P).

Plots to be acquired in Mouza Jungle Block No. - Nil

P.S. Lalmatia, Boarjor, Dist. Godda

Plot nos:- Nil

BOUNDARY DESCRIPTION (AI - A19)

- AI-A2: Line starting from point AI in mouza Harkatta No-4, P.S. Lalmatia, Boarjor, Dist. Godda, Plot No 510 passing through plot no. 532, crossing the River(689) and passing through Plot no. 15 of mouza Bara Khairbani no. 5 and passing through plot no. 16, 18, 19, 20, 171, 68, 36, 37, 39, 40, 38, 45, 44, 46, 170 and meet at point A2 in the common boundary line of mouza Bara Khairbani no.5 and Lilatori no.11.
- A2-A3: Line starting from point A 2 in Common boundary line of mouza Bara Khairbani no.5 & Lilatori no.11 and passing through plot no. 2, 8, 9, 19, 20, 27, 26, 29, 53, 41, 42, 43, 102, 150, 139, 148, 143, 142, 141, 114, 673, 774, 771, 772, 773, 768, 767, 766, 763, 750, 751, 758, 756, 755, 726, 728, 724, 718, 715, 713, 712, 710, 709, 874, 875, 876, 879, 878, 886, 887, 889, 672, 645, 646, 456, 600, 598, 607 and meets at point A3 in plot no. 1182 of mouza Lilatori No. 11
- A3-A4: Line starting from point A3 in plot no. 1182 of mouza Lilatori no.11 and passing through plot no. 1183, 594, 596, 597, 580, 581, 573, 572, 570, 566 and crossing the common boundary of mouza Lilatori no. 11 & mouza Hurra no.36 & passing through plot nos. 247, 246, 245, 243, 22, 24, 25, 26 and meets at point A 4 in plot no. 132 of mouza Hurra no. 36.
- A4-A5: Line starting from point A4 in plot no. 132 of mouza Hurra no. 36 and passing through plot no. 26, 82, 83, 87, 80, 79, 77, 75, 95, 225, 96, 97, 98, 104, 99, 176, 179, 178, 278, 314, 312, 304 and meets at point A 5 in common boudary of mouza Hurra no. 36 & Forest Block no. Nil.
- A5-A6: Line starting from point A5 in common boudary of mouza Hurra no. 36 & Jungle Block no.- nil and again passing through plot no. Nil of Jungle Block no.- nil and crossing the common boudary of mouza Hurra no. 36 & Jungle Block no.- nil & passing through plot no. 332, 319, 324 mouza hurra no.36 & meets at point A 6 in common boundary of mouza Hurra no. 36 & mouza Fulberia no. 35

- A6-A7: Line starting from point A6 in common boundary of Mouza Hurra no. 36 & Mouza Fulberia no. 35 and passing through plot no. 737, 736, 735, 734, 733, 706, 561 and meets at point A 7 in plot no. 562 of Mouza Fulberia no. 35.
- A7-A8: Line starting from A7 in plot no. 562 in Mouza Fulberia no. 35 & passing through plot no. 26, 378, 374, 206, 207, 208, 210, 229, 228, 230, 232, 234, 254, 250, 245, 244, 151, 107, 1 and meets at point A8 in common boundary line of mouza Fulbaria No.35 & mouza Haripur no. 12
- A8-A9: Line starting from point A8 in common boundary line of mouza Fulbaria No.35 & Haripur No.12 and passing through plot No.1 of mouza Haripur no. 12 & meets at point A9 in common boundary of mouza Haripur no. 12 & Mouza Piaran No. 34.
- A9-A10: Line starting from point A9 in Common boundary of Mouza Haripur no. 12 & Mouza Piaran No.34 & passing through plot no 522 and meets at point Alo at common boundary of Mouza Piaran No.34 & Mouza Chota Khairbani No. 16.
- A10-A11: Line starting from point A10 at common boundary of Mouza Piaran No.34 & Mouza Chota Khairbani No.16. passing along with the common boundary line of Mouza Piaran No. 34 & Mouza Chota Khairbani No.16 crossing through plot no. 469 of mouza piaran no. 34 and passing along with plot no. 67 of mouza chota kherbani no. 16 and again passing through plot no. 522,470 and again meets at meets at point A 11 on the plot no.470 of mouza Piaran No. 34.
- A11-A12: Line starting from A 11 in mouza Piaran No.34 plot no. 470 and passing along with the common boundary of mouza Hahajor no. 13 & Rangamatia No.15 and meets at point A 12 .
- A12-A13: Line starting from point A 12 at common boundary of mouza Rangamatia No.15 & Hahajor No. 13. passing through western boundary of plot no. 74, and meets at point A 13 in western boundary of same plot no. 74 of Mouza Hahajor No. 13.
- A13-A14: Line starting from A 13 in western boundary of plot no 74 of Mouza Hahajor No.13, passing through plot no-60, 62, 64 and meets at point A14 in plot no. 66 of Mouza Hahajor no. 13.
- A14-A15: Line starting from point A 14 in plot no. 66 of Mouza Hahajor No.13, and passing through western boundary of plot no. 56, 55, 54, 39, 40, 73, 29, 28, 26, 25, 24, 23 of Mouza Hahajor No. 13 and meets at point A15 of plot no. 20 of Mouza Hahajor No. 13.
- A15-A16: Line starting from A 15 in western boundary of plot no. 20 of Mouza Hahajor No.13 and passing through plot no- 20, 73, 17, 16, 14, 13, 9 and meets at point A16 in western boundary of plot no. 8 of Mouza Hahajor No. 13.
- A16-A17: Line starting from point A 16 of plot no. 8 of Mouza Hahajor no. 13 and passing through plot no. 8, 6, 5, 4, 3, 2 and crossing the common boundary line of Mouza Hahajor No. 13 & Dumaria No.1 and passing through western boundary of plot no. 1190, 1227, and meets at point A 17 in plot no. 1191 of Mouza Dumaria No. 1.
- A17-A18: Line starting from point A 17 in Eastern boundary of plot no. 1191 of Mouza Dumaria No. 1 and passing through plot no. 1191, 1194 and meets at point A18 in the eastern boundary plot no. 1195 of Mouza Dumaria No.1.
- A18-A19: Line starting from point A 18 in the eastern boundary plot no. 1195 of Mouza Dumaria No. 1 and passing through plot no 1195, 1198, 1226, 1224 and meets at point A 19 in plot no. 1223 of Mouza Dumaria No. 1. & common boundary line of Mouza Dumuria no. 1 & Harkatta no. 4
- A19-A1: Line starting from point A 19 of plot no. 1223 of Mouza Dumaria no. 1. & passing along with plot no. 1223, 1222, 1221, 1220 of Mouza Dumaria no-1 and passing through the common boudary line of Mouza Dumuria no. 1 & Harkatta no. 4 and again passing through plot no. 695, 503, 505, 509 of Mouza Harkatta no. 4 and meets at point A 1 in plot no. 510 of Mouza Harkatta No.4.

[No. 43015/1/2006/PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 नवम्बर, 2007

का. आ. 3319- केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. और तारीख की नीचे दी गई अनुसूची में यथा, उल्लेखित तारीख की अधिसूचना का.आ. संख्या द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि के अधिकार के अर्जन का अधिकार प्राप्त किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लंगनों से मुक्त हैं, उपयोग का अधिकार, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि सिद्धपुर सांगानेर पाइप लाइन से चित्तोड़गढ़ ब्रान्च लाइन पेट्रोलियम उत्पादों के परिवहन के प्रयोजन के लिए राजस्थान राज्य के अनुसूची में उक्त तहसील ब्यावर, मसूदा जिला अजमेर, तहसील आसीन्द, माण्डल, भीलवाड़ा जिला भीलवाड़ा, तहसील राशमी, गंगार, चित्तोड़गढ़ जिला चित्तोड़गढ़ तहसील के ग्रामों की भूमियों में पाइपलाइन बिछाई जा चुकी है। अतः इन भूमियों में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना की संलग्न अनुसूची में विनिर्दिष्ट किया जाता है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4, के स्पष्टीकरण -1 अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लेखित तारीख की प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्रम सं.	धारा 6 (1) की का.आ.सं. एवं दिनांक	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1	1390 दिनांक 12-4-05	सेंसपुरा	ब्यावर	अजमेर	राजस्थान	29-6-2006
	1390 दिनांक 12-4-05	लसाडिया				27-7-2006
	1390 दिनांक 12-4-05	खिरनीखेड़ा				27-7-2006
	1390 दिनांक 12-4-05	पाखरियावास				27-7-2006
	1390 दिनांक 12-4-05	बाडिया भाउ				27-7-2006
2	1602 दिनांक 25-4-05	अन्धेरी देवरी	मसूदा			27-7-2006
	1602 दिनांक 25-4-05	श्यामगढ़				27-7-2006
	1602 दिनांक 25-4-05	खीमपुरा				29-6-2006
	1602 दिनांक 25-4-05	कुम्पुरा				24-7-2006
	1602 दिनांक 25-4-05	चोदसिया				27-7-2006
	1602 दिनांक 25-4-05	लूलवा				27-7-2006
	1602 दिनांक 25-4-05	कांकरनाडी				27-7-2006
	1602 दिनांक 25-4-05	प्रतापपुरा-I				29-6-2006
	1602 दिनांक 25-4-05	देवीपुरा				27-7-2006
	1602 दिनांक 25-4-05	उत्तमी				27-7-2006
	1602 दिनांक 25-4-05	दोलतपुरा				27-7-2006
	1602 दिनांक 25-4-05	रेनपुरा				27-7-2006
	1602 दिनांक 25-4-05	कानपुरा				27-7-2006
	1602 दिनांक 25-4-05	जीवाना				29-6-2006
	1602 दिनांक 25-4-05	देवास				27-7-2006
	1602 दिनांक 25-4-05	अमरपुरा				27-7-2006
	1602 दिनांक 25-4-05	अकरोल				25-7-2006
3	1706 दिनांक 4-05-05	रामपुरा	आसीन्द	भीलवाड़ा		27-7-2006
	1706 दिनांक 4-05-05	अखेगढ़				27-7-2006
	1706 दिनांक 4-05-05	मोटरास				27-7-2006
	1138 दिनांक 21-3-06	-वही-				27-7-2006
	1706 दिनांक 4-05-05	सग्रामगढ़				27-7-2006
	1138 दिनांक 21-3-06	-वही-				27-7-2006
	1706 दिनांक 4-05-05	भैरुखेड़ा				27-7-2006
	1706 दिनांक 4-05-05	गजसिंहपुरा				27-7-2006
	1706 दिनांक 4-05-05	शम्भूगढ़				27-7-2006
	1706 दिनांक 4-05-05	बरसनी				26-7-2006
	1138 दिनांक 21-3-06	-वही-				"

1	2	3	4	5	6	7
3	1706 दिनांक 4-05-05	कोलीखेड़ा	आसीन्द	भीलवाड़ा	राजस्थान	26-7-2006
	1706 दिनांक 4-05-05	आमेसर				27-7-2006
	1138 दिनांक 21-3-06	-वही-				
	1706 दिनांक 4-05-05	माताजी का खेड़ा				27-7-2006
	1706 दिनांक 4-05-05	जबरकिया				27-7-2006
	1706 दिनांक 4-05-05	पालडी				27-7-2006
	1706 दिनांक 4-05-05	सरेरी				27-7-2006
	1706 दिनांक 4-05-05	कोरनास				27-7-2006
4	1795 दिनांक 10-5-05	हिसाणिया	माण्डल			27-7-2006
	1795 दिनांक 10-5-05	सोदानपुरा				27-7-2006
	1795 दिनांक 10-5-05	भगवानपुरा				27-7-2006
	1795 दिनांक 10-5-05	सूरजपुरा				29-9-2006
	1795 दिनांक 10-5-05	भीमडियास				29-6-2006
	1795 दिनांक 10-5-05	राजपुरा				29-6-2006
	1795 दिनांक 10-5-05	थोब का खेड़ा				25-7-2006
	1795 दिनांक 10-5-05	थाबोला				24-7-2006
	1795 दिनांक 10-5-05	भालडी खेड़ा				10-7-2006
	1795 दिनांक 10-5-05	भादू				29-7-2006
	2069 दिनांक 25-5-06	भादू				12-10-2006
	3130 दिनांक 10-8-06	भादू				
	1795 दिनांक 10-5-05	घोड़ास				29-6-2006
	1795 दिनांक 10-5-05	पीथास				10-7-2006
	1795 दिनांक 10-5-05	अमरगढ़				10-7-2006
5	1908 दिनांक 24-5-05	कोचरिया	भीलवाड़ा	भीलवाड़ा		27-7-2006
	1908 दिनांक 24-5-05	सुन्दरपुरा				27-7-2006
	1908 दिनांक 24-5-05	मुझरास				27-7-2006
	3129 दिनांक 10-8-06	मुझरास				10-10-2006
	1908 दिनांक 24-5-05	नोगावां				10-7-2006
	1908 दिनांक 24-5-05	भोपालगढ़				27-7-2006
	1908 दिनांक 24-5-05	थंला का खेड़ा				27-7-2006
	1908 दिनांक 24-5-05	जवासिया				10-7-2006
6	1908 दिनांक 24-5-05	छाछेड़ी				24-7-2006
	1603 दिनांक 25-4-05	नेवरिया	रशमी	चित्तौड़गढ़		29-7-2006
	1603 दिनांक 25-4-05	माताजी का मण्डपिया	रशमी			24-7-2006
7	3015 दिनांक 24-8-05	कासेड़ी	गगरार			27-7-2006
	3015 दिनांक 24-8-05	बूढ़				27-7-2006
	3015 दिनांक 24-8-05	जयसिंहपुरा				27-7-2006
	3015 दिनांक 24-8-05	सुदरी				27-7-2006
	3015 दिनांक 24-8-05	ऐरा				27-7-2006
	3015 दिनांक 24-8-05	गुरजनिया				27-7-2006
	3015 दिनांक 24-8-05	बोलो का सावंता				10-7-2006
8	3015 दिनांक 24-8-05	तालेड़ी				27-7-2006
	3014 दिनांक 24-8-05	बडोदिया	चित्तौड़गढ़			24-7-2006
	4756 दिनांक 22-12-05	बडोदिया				
	3014 दिनांक 24-8-05	कसाराखेड़ी				27-7-2006

1	2	3	4	5	6	7
8	3014 दिनांक 24-8-05	रोलाहेड़ा	चित्तौड़गढ़	चित्तौड़गढ़	राजस्थान	10-7-2006
	3014 दिनांक 24-8-05	दोस्तपुरा				27-7-2006
	3014 दिनांक 24-8-05	पाण्डोली				7-8-2006
	1139 दिनांक 21-3-06	पाण्डोली				7-8-2006
	3014 दिनांक 24-8-05	नरपत की खेड़ी				27-7-2006
	3014 दिनांक 24-8-05	गणेशपुरा				27-7-2006
	3014 दिनांक 24-8-05	धनेतकला				27-7-2006
	3014 दिनांक 24-8-05	लालजी का खेड़ा				27-7-2006
	3014 दिनांक 24-8-05	सेन्ती				27-7-2006
	3014 दिनांक 24-8-05	बोजून्दा				27-7-2006
	3014 दिनांक 24-8-05	सेगवा				5-8-2006
	3014 दिनांक 24-8-05	ओछड़ी				4-8-2006
	3014 दिनांक 24-8-05	जालमपुरा				27-7-2006

[फा. सं. आर-25011/12/07 ओआर-1]

एस. के. चिटकारा, अवर सचिव

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 12th November, 2007

S.O. 3319. —Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Number and date as mentioned in the schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government acquired the right of user in the lands specified in the Schedule appended to those notification ;

And whereas, in exercise of the power conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products in Respect of Branch Pipeline to Chittaurgarh from Sidhpur - Sanganer Pipeline State of Rajasthan through the Villages in Tehsil Beawar, Masuda District Ajmer, Tehsil Asind, Mandal, Bhilwara District Bhilwara, Tehsil Rashmi, Gangrar, Chittaurgarh District Chittaurgarh Tehsil in the State of Rajasthan mentioned in the schedule has been laid in the said lands, so the operation may be terminated in respect of the ROW (Right of Way) in land, description of which in brief is specified in the schedule annexed to this notification.

Now therefore, as required under explanation -1 of rule 4 the Petroleum Pipelines (Acquisition of Right of User in Land) rules, 1963 the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of operation.

"Schedule Annexed"

S.O. No.	Date of under sub-section (1) of Section 6	Name of village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
1	1390 Date 12-4-05	Senspura	Beawar	Ajmer	Rajasthan	29-6-2006
	1390 Date 12-4-05	Lasariya				27-7-2006
	1390 Date 12-4-05	Khirani Khera				27-7-2006
	1390 Date 12-4-05	Pakhariyawas				27-7-2006
	1390 Date 12-4-05	Badiya Bhau				27-7-2006
2	1602 Date 25-4-05	Andheri Devri	Masuda			27-7-2006
	1602 Date 25-4-05	Shyamgarh				27-7-2006
	1602 Date 25-4-05	Khimpura				29-6-2006
	1602 Date 25-4-05	Kumpura				24-7-2006
	1602 Date 25-4-05	Chaudasiya				27-7-2006
	1602 Date 25-4-05	Lulwa				27-7-2006
	1602 Date 25-4-05	Kankadnari				27-7-2006

1	2	3	4	5	6	7
	1602 Date 25-4-05	Pratappura - 1	Masuda	Ajmer	Rajasthan	29-6-2006
	1602 Date 25-4-05	Devipura				27-7-2006
	1602 Date 25-4-05	Uttami				27-7-2006
	1602 Date 25-4-05	Daulatpura				27-7-2006
	1602 Date 25-4-05	Renpura				27-7-2006
	1602 Date 25-4-05	Kanpura				27-7-2006
	1602 Date 25-4-05	Jiwana				29-6-2006
	1602 Date 25-4-05	Devas				27-7-2006
	1602 Date 25-4-05	Amarpura				27-7-2006
	1602 Date 25-4-05	Akrol				25-7-2006
3	1706 Date 04-05-05	Rampura	Asind	Bhilwara		27-7-2006
	1706 Date 04-05-05	Akhegarh				27-7-2006
	1706 Date 04-05-05	Motras				27-7-2006
	1138 Date 21-03-06	Motras				27-7-2006
	1706 Date 04-05-05	Sangramgarh				27-7-2006
	1138 Date 21-03-06	Sangramgarh				27-7-2006
	1706 Date 04-05-05	Bhairukhera				27-7-2006
	1706 Date 04-05-05	Gajsinghpura				27-7-2006
	1706 Date 04-05-05	Shambhugarh				27-7-2006
	1706 Date 04-05-05	Barsani				26-7-2006
	1138 Date 21-03-06	Barsani				26-7-2006
	1706 Date 04-05-05	Kolikhera				26-7-2006
	1706 Date 04-05-05	Amesar				27-7-2006
	1138 Date 21-3-06	Amesar				27-7-2006
	1706 Date 04-05-05	Mataji ka khera				27-7-2006
	1706 Date 04-05-05	Jabrakiya				27-7-2006
	1706 Date 04-05-05	Palri				27-7-2006
	1706 Date 04-05-05	Sareri				27-7-2006
	1706 Date 04-05-05	Kornas				27-7-2006
4	1795 Date 10-05-05	Hisaniya	Mandal	Bhilwara		27-7-2006
	1795 Date 10-05-05	Sodanpura				27-7-2006
	1795 Date 10-05-05	Bhagwanpura				27-7-2006
	1795 Date 10-05-05	Surajpura				29-6-2006
	1795 Date 10-05-05	Bhimadiyas				29-6-2006
	1795 Date 10-05-05	Rajpura				29-6-2006
	1795 Date 10-05-05	Thob ka khera				25-7-2006
	1795 Date 10-05-05	Thabola				24-7-2006
	1795 Date 10-05-05	Bhalari Khera				10-7-2006
	1795 Date 10-05-05	Bhadu				29-7-2006
	2069 Date 25-05-06	Bhadu				12-10-2006
	3130 Date 10-08-06	Bhadu				12-10-2006
	1795 Date 10-05-05	Ghoras				29-6-2006
	1795 Date 10-05-05	Pithas				10-7-2006
	1795 Date 10-05-05	Amargarh				10-7-2006
5	1908 Date 24-05-05	Kochariya	Bhilwara			27-7-2006
	1908 Date 24-05-05	Sunderpura				27-7-2006
	1908 Date 24-05-05	Mujaras				27-7-2006
	3129 Date 10-08-06	Mujaras				10-10-2006
	1908 Date 24-05-05	Nouagoan				10-7-2006
	1908 Date 24-05-05	Bhupalgarh				27-7-2006
	1908 Date 24-05-05	Thalon ka khera				27-7-2006
	1908 Date 24-05-05	Javasiya				10-7-2006
	1908 Date 24-05-05	Chhachoeri				24-7-2006

1	2	3	4	5	6	7
6	1603 Date 25-04-05	Neveriya	Rashmi			29-7-2006
		Mataji ka				24-7-2006
		Mandpiya				
7	3015 Date 24-08-05	Kaseri	Gangrar			27-7-2006
	3015 Date 24-08-05	Budh				27-7-2006
	3015 Date 24-08-05	Jaisinghpura				27-7-2006
	3015 Date 24-08-05	Sudri				27-7-2006
	3015 Date 24-08-05	Era				27-7-2006
	3015 Date 24-08-05	Gurjaniya				27-7-2006
	3015 Date 24-08-05	Bola Ka Sanvta		Chittaurgarh		10-7-2006
	3015 Date 24-08-05	Taleri				27-7-2006
8	3014 Date 24-08-05	Badodiya			Rajasthan	24-7-2006
	4756 Date 22-12-05	Badodiya				24-7-2006
	3014 Date 24-08-05	Kasarakheri				27-7-2006
	3014 Date 24-08-05	Rolahera	Chittaurgarh			10-7-2006
	3014 Date 24-08-05	Dolatpura				27-7-2006
	3014 Date 24-08-05	Pandoli				7-08-2006
	1139 Date 21-03-06	Pandoli				7-08-2006
	3014 Date 24-08-05	Narpatkikheri				27-7-2006
	3014 Date 24-08-05	Ganeshpura				27-7-2006
	3014 Date 24-08-05	Dhanekalan				27-7-2006
	3014 Date 24-08-05	Laljikakhera				27-7-2006
	3014 Date 24-08-05	Senti				27-7-2006
	3014 Date 24-08-05	Bojunda				27-7-2006
	3014 Date 24-08-05	Segva				5-08-2006
	3014 Date 24-08-05	Ochhari				4-08-2006
	3014 Date 24-08-05	Jalampura				27-7-2006

[F.No. R-25011/12/2007-OR-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 16 नवम्बर, 2007

का. आ. 3320.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, आन्ध्र प्रदेश राज्य क्षेत्र के भीतर, उक्त अधिनियम के अधीन, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 832 दिनांक 2 अप्रैल, 2004 द्वारा प्राधिकृत श्री एन. कृष्ण के स्थान पर श्री टी. अप्पा राव, विशेष श्रेणी उप समाहर्ता, आन्ध्र प्रदेश सरकार, को हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की विशाख-विजयवाड़ा-सिकन्दराबाद पाइपलाइन के लिए सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

[फा. सं. आर-31015/11/2003-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 16th November, 2007

S.O. 3320.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri T. Appa Rao, Special Grade Deputy Collector, Government of Andhra Pradesh to Perform the functions of competent authority under the said Act within the territory of the State of Andhra Pradesh for Hindustan Petroleum Corporation Limited's Visakh-Vijayawada-Secunderabad Pipeline in place of Shri N. Krishna authorized vide notification of Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 832 dated the 2nd April, 2004.

[F.No. R-31015/11/2003-OR-II]

A. GOSWAMI, Under Secy.

अम एवं रोजगार मंत्रालय

नई दिल्ली, 23 अक्टूबर, 2007

क्र.जा. 3321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेरामल एयरपोर्ट अथोरिटी कानपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई.डी.सं.-72/1988) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-11012/18/87-III(B)]

एन. एस. बोर, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd October, 2007

S.O. 3321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. No. 72/1988) of the Central Government Industrial Tribunal-Labour Court, Kanpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of National Airport Authority, Kanpur and their workman, which was received by the Central Government on 23-10-2007.

[No. L-11012/18/87-III(B)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SRI R. G. SHUKLA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR, U.P.
INDUSTRIAL DISPUTE NO. 72 OF 1988

In the matter of dispute between :-

Sri Jagratan son of Bachchi

Quarter No. 18

Sihavali Tatia

Shyam Nagar, Kanpur.

And

The Aerodrome Officer

National Airport Authority

Civil Aerodrome

Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide notification No. L-11012/18/87-III(B) dated 3-6-88 has referred the following dispute for adjudication to this tribunal :-

"Whether the action of the management of National Airport Authority Kanpur in terminating the services of Sri Jagratan w.e.f. 15-8-84 is legal/justified? It not to what relief the concerned workman is entitled and from what date?"

2. At the out set it may pointed out that an exparte award was recorded by this tribunal on 28-10-85 and the workman was allowed reinstatement. Management being aggrieved by the said award assailed the same before the Hon'ble High Court of Judicature at Allahabad by filing Civil Misc. Writ Petition No. 12781 of 89 which was

ultimately allowed by the Hon'ble High Court by order dated 29-7-05 and the award of this tribunal was set aside and the case was remanded back to the tribunal for deciding the same afresh after providing opportunities of hearing to the contesting parties.

3. After receipt of judgment of the Hon'ble High Court contesting parties were directed by the tribunal to file relevant documents lying in their possession connected with the present case for reconstructing the file as per office report earlier case file stands weeded out.

4. Case as set up by the workman in short is that he was appointed as casual workman by Civil Aviation Department which is functioning under National Airport Authority, Kanpur. It is alleged that he also use to perform the work of chowkidar. It is also alleged that during the entire period of his service he was never issued any charge sheet or memo. Although the workman was working continuously still his services were terminated w.e.f.

15-8-84 by the opposite party. It is further pleaded that the workman worked more than 240 days of continuous service, therefore, provisions of Section 25-F of I.D. Act became applicable in his case. The opposite party did not follow Section 25-F in the case of the workman therefore, he is entitled for his regularisation. It has also been claimed by the workman that his termination is illegal unwarranted and against the laid down principles of natural justice therefore, he is entitled to be reinstated in the service of the opposite party with full back wages, continuity of service and all consequential benefits.

4A. Opposite party contested the claim of the workman on variety of grounds inter alia alleging that the workman was never engaged or appointed by the National Airport Authority Kanpur. As a matter of fact National Airport Authority, Kanpur, took the charge of the employees of Civil Aviation Department in the year 1986, and at that relevant time the workman was not in the employment of Civil Aviation Department nor his any dispute was pending in the court and as such no responsibility or liability of the workman was taken by National Airport Authority, Kanpur. Therefore, in the facts and circumstances, reference before this tribunal is not maintainable under the provisions of the Act. On merit entire allegations made by the workman has been denied by the opposite party for want knowledge. On the basis of above it has been prayed that the claim of the workman be dismissed.

5. After exchange of pleadings between the parties, both contesting parties adduced their oral as well as documentary evidence in support of their claims and counter claims.

6. Tribunal has heard the arguments of the contesting parties at length and have also examined the file carefully.

7. Workman Jagratan has examined himself on oath before the tribunal and in his examination in chief he has stated that he entered in the services of the opposite party on 2-5-81 as a casual worker and was made permanent on 13-5-82. He goes on to state that w.e.f. 14-8-84 his services were terminated by the opposite party. He has further stated in his evidence that the tribunal gave award in his favour which was challenged by the opposite party before Hon'ble

High Court. Witness has admitted the fact that the Hon'ble High Court remanded back the case before the Tribunal for hearing afresh. He goes on to state that alongwith statement of claim he filed a document in the shape of photocopy original of which is with him. Witness has clearly admitted the fact that at serial no. 3 of the document no date is mentioned for his regularisation in the service.

8. Witness in his cross-examination has clearly admitted that document Ext. W.1 has been issued by Civil Aviation Department. Airport Authority of India has not been made a party in the present case. Witness expressed his ignorance about the date when the employees of civil aviation department were taken by the Airport Authority. Witness has clearly denied the suggestion that National Airport Authority had never given him wages.

9. During the course of the arguments of the case attention of the tribunal was pinpointed on the original document dated 12th September, 1984, purported to have been issued by Civil Aviation Department, which clearly shows that the workman was engaged as daily rated worker at the post of Chowkidar but column no. 3 of the letter indicate that there no mention of date on which workman was made regular chowkidar.

10. Therefore, from the own pleading and evidence of the workman it stands established that he was a casual worker on daily rate basis engaged by the Civil Aviation Department. From the evidence of the workman it is not established that he ever completed 240 days or more in one calander year. The documentary evidence of the workman cannot be believed in view of his oral evidence and the workman has palpably failed to prove his case that he was ever made regular or permanent against any post. It is settled legal position that casual or daily rated workers have neither any lein against any post nor they can claim appointment or regularisation on any post. His claim can also not be believed because of reason that he in his pleading as well as in his evidence has clearly admitted himself to be a casual worker paid on daily wage basis. This is sufficient to hold that he not having any right or title to claim his reinstatement on any post under the opposite party.

11. Once having concluded that the states of the workman was of casual labour on daily rate basis, the evidence of the opposite party is being ignored as the workman has failed to prove his case.

12. Worker's further claim that since he had rendered more than 240 days of continuous service he has become entitle for his regularisation. On this point the claim of the workman cannot be sustained in the eye of law. It is settled principle of law that mere completion of 240 days of continuous service Section 25F of I.D. Act would not come into play automatically unless it is proved that the service conditions governing such workman is against the wishes of Section 25F of I.D. Act. In the instant case the workman has absolutely failed to prove that he ever completed two fourty days of continuous service protection of Section 25F of the Act is not applicable to the workman.

13. For the reasons discussed above, it is held that the action of the management of National Airport Authority Kanpur, in terminating the services of Sri Jagratan w.e.f. 15-8-84 is neither illegal nor unjustified. The resultant effect

of the above discussion is that the workman is not held entitled for any relief as claimed by him pursuant to the present reference order. Accordingly reference is answered against him and in favour of the opposite party.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 23 अक्टूबर, 2007

क्र.आ. 3322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक सी ओ आर, मद्रक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या आई. डी.सं. 117/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[फा. सं. एल-29011/40/96-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I. D. No. 117/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the industrial dispute between the employers in relation to the management of FACOR, Bhadrak and their workmen, which was received by the Central Government on 23-10-2007.

[File No. L-29011/40/96-IR (M)]

N. S. BORA, Desk Officer

**ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

PRESENT: Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour court
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 117/2001

Date of Passing Award - 24th September, 2007

BETWEEN:

The Management of the Chief Executive (Mines),
FACOR, Kuans, Bhadrak.

... 1st Party-
Management

(And)

Their Workman, represented through
The General Secretary, Chrome Zone Employees
Union, P.O. Soso, Dist. Keonjhar.

... 2nd Party-Union.

APPEARANCES:

Shri Ashok Kr. Mishra. ... For the 1st Party-
Authorized Representative Management.

Shri Ashok Kr. Rout, ... For the 2nd Party-
General Secretary. Union.

AWARD

The Government of India in the Ministry of Labour,
in exercise of powers conferred by Clause (d) of sub-section

(1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/40/96-IR (Misc.), dated 20-2-1997.

"Whether the demand of the workman namely Shri S. K. Sahoo and 10 others (as per list) for reinstatement in the establishment of Boula Chromite Mines of M/s. FACOR with full back wages is justified? If so to what relief the workman are entitled?"

2. It is claimed by the Union in its Claim Statement and the complaint lodged before the Asst. Labour Commissioner (Central) that the above noted workers were engaged by the Management after necessary test during 1988 to 1990 to work in its Boula Chromite Mines in different capacities as reflected in the list of workers supplied by the Government. Though they were engaged as regular workers no appointment letter were issued to them. Even though they were working under the direct control of the Management they were shown simply as Contract Labourers. It is alleged by the Union that while these workers were under continuous employment ever since their appointment, the Management without assigning any reason retrenched them all of a sudden verbally from 7-11-1993 without any retrenchment benefits. As a result an Industrial Dispute was raised by the Union two years later challenging the above action of the Management, culminating the same in the present reference.

3. In reply to the above, the Management in his written statement contended that the desputants-workers were of a contractor and therefore, the question of the Management refusing them employment does not arise. It is further averred that since the concerned contractor has not been impleaded as a party, the entire reference is not maintainable under law. In its written statement filed before the conciliation officer it is further contended by the Management that as these workers were engaged in mines, they were provided with some of the benefits as prescribed under the Mines Act but on that basis they cannot be considered as employees of the Management. It is further contended that these workers were never recruited by the Management as alleged by the Union nor they were working under the direct supervision of the Management. It is further contended that the Union in question was a defunct organization by the time the dispute was raised and therefore the authorized representative of the workers (the General Secretary of the Union in question) has no locustandy to file the Claim Statement on behalf of the desputants-workmen.

4. On the basis of above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the reference is maintainable?
2. Whether the instant dispute is an Industrial Dispute within the meaning of Section 2 (K) of the Industrial Disputes Act?
3. Whether any Employer-Employee relationship exists between the desputants and the 1st

Party?

4. Whether the demand of the workman namely Shri S.K. Sahoo and 10 others for reinstatement in the establishment of Boula Chromite Mines of M/s. FACOR with full back wages is justified?

5. Whether the workmen are entitled to any relief?

5. The record discloses that after examination and cross-examination of three of the desputants neither the Union nor the Management could appear and take any steps for which their cases were closed for award with the available materials on record.

FINDINGS

ISSUE NO. 1

6. No evidence having been adduced by the Management challenging the above issues, the same is answered affirmatively.

ISSUE NO. 3 to 5

7. These issues being inter-linked are taken up together.

As stated earlier the 2nd Party- Union has alone examined three of the desputants as W.W-1 W.W-2 and W.W-3 besides producing some documents to establish that the Management had engaged the desputants directly colouring them as contract labourers and therefore their termination by the Management was bad under law.

8. To justify the above stand of the Union W.W-1 to 3 have categorically stated that they and other desputants were recruited by the Management but they were not issued with any appointment letter. According to them after such recruitment their work and attendance were controlled by the Time Office and so much so they were also allowed to draw T.A. and other monetary benefits from the Management. According to them at the time of disbursement of wages the so-called contractor simply used to sit in the payment counter but in practice they were paid by the Management. It is also claimed that they were issued with tokens instead of gate passes to enter the mine and that they were being supplied with safety appliances by the Management itself. Except on the payment day the so-called contractor never used to show his face nor did he ever instruct or direct them to do a particular job or come on inspection of their performances. It is also stated by the witnesses they were availing all welfare amenities of the Management Company and that their photos also find place in the statutory registers maintained by the Time Office and that accordingly their daily attendance was also taken by that office.

9. During cross-examination of these witnesses they were simply confronted with negative suggestion but no evidence worth the name has been produced by the Management to disprove their evidence. Ext.-2 shows that the desputant, Rabindra Kumar Barik was issued with a letter of appointment under M.M. Regulation 39 of 1981, suggesting that he was not engaged by any contractor. The conciliation file which has been called for from the R.L.C. (C) shows that the Management had filed his written statement before the said authority denying the various points raised by the Union in its complaint made to that authority. In the said written statement the Management is

found to have admitted indirectly that the disputant daily attendance were taken by the Time Office and they were also issued with safety appliances. It has further been admitted that persons like disputants were also allowed by the Management to avail family planning incentives in a reduced rate under its scheme meant for direct and indirect workers. This very averment shows that the disputants were treated as indirect workers but not as the workers of any contractor, paving to the conclusion that the contractor named by the Management are all sham and camouflaged persons.

10. M.O.-I and II are the silver tokens produced by W.W.-2 and 3 claiming to have had received the same from the Management. These M.Os contains the name of the Management besides a number and during cross-examination the genuine-ness of the same has not been questioned by the Management. Therefore, the very issuance of such token suggests that the disputants were not of any contractor but they were working as "Indirect workers of the Management". Had they really been the workers of any contractor, they would have been issued with gate passes instead of a metallic token like M.O.-I and II which are normally issued to a regular worker for their day to day entry into a mine. Further the Union has filed two sample service certificates (Ext.-1 and 3) granted by the Chief Geologist of the Management-Company in favour of disputant Niranjana Sahoo (W.W.-2) and Rabindra Kumar Barik (W.W.-3). The genuine-ness of these documents was questioned by the Management during cross-examination on the ground that the Chief Geologist was not competent to issue such certificates. The conciliation file shows that in its written statement filed before the Asst. Labour Commissioner (Central) the Management had questioned the genuine-ness of these certificates saying that the departmental head like Chief Geologist are not competent to issue any experience certificate in his letter pad. To justify the same one sample certificate issued by Senior Manager, Personnel to one Purna Chandra Jena was filed before the Asst. Labour Commissioner (Central). While filing such sample certificate it was contended that service certificates are only issued to direct employees in a letter pad containing the emblem of the Management but not in the official letter pad of the departmental Head as has been issued to the disputants. It be mentioned here that the averment of the Management at Para-7 of its written statement filed before the Asst. Labour Commissioner (Central) shows that the Management had direct and indirect employees and persons like disputants were given family planning incentives at par with an indirect worker. Therefore, it is but natural for the Management to adopt two different types of methods of issuing such certificate. Besides the record shows that a service certificate has in fact been issued to the disputant Laxman Rout in an official pad containing the emblem of the Management. This document has of course not been marked as exhibits but its collateral use indicates that the Management has got no fixed principle of issuing such certificates in a given style. Therefore the service certificates granted to the disputants can not be thrown aside as unreliable when according to the Management service certificates are also issued to its retrenched/ex-employees, I find no justification

as to why the certificates marked as Ext.-1 and 3 issued in the official pad of the Chief Geologist shall not be made good use of in favour of the disputants. As these certificates do not indicate that two disputants (W.W.-2 and 3) were contract labourers, taking into considerations the earlier discussions made in the foregoing paras, I find no other go but to hold that the entire group of disputants were not the contract labourers but were the indirect workers of the Management engaged through sham contractors.

11. It be pointed out here that right from the stage of raising the dispute before the Asst. Labour Commissioner (Central) down to the enquiry stage, the Management is consistently taking a stand that the disputants were engaged through contractor, but no where it has whispered a word that the Management and as well as the so-called contractor M/s. Agrawal Brothers had possessed of necessary labour license to engage contract workers. Moreover as the Management has also not come forward to prove that the disputants were of contractor M/s. Agrawal Brothers, I believe that the entire stand taken by the Management is a myth and nothing but a myth.

12. It is no doubt true that the name of the above contractor finds place in the last column of the list of disputants supplied by the Government. But the evidence of the Union shows that the said list was supplied to the Government by the Union. When the Management claims that the disputants were of contractor M/s. Agrawal Brothers, it is very obvious for the Union to maintain such name in the list and therefore it can not be used as a piece of evidence against any party.

13. Thus in view of the discussions made above it is held that the disputants were engaged by the Management through a sham contractor and therefore their termination without terminal benefits (as admitted by both party) is held to be bad under law. The Management is accordingly directed to reinstate them in their former post with 50% back wages calculated from the date of their termination on 7-11-1993.

14. The reference is answered accordingly.

Dictated & Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-UNION

Workman Witness No. 1- Shri Sarat Kumar Sahoo.

Workman Witness No.2 - Shri Niranjana Sahoo.

Workman Witness No.3 - Shri Rabindra Kumar Barik.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-UNION

Ext.-1 - Letter/Certificate dated 30th December of Chief Geologist, Boula Chromite Mines of M/s. FACOR for Niranjana Sahoo.

Ext.-2 - Form of Appointment of competent persons dated 23-7-1990.

Ext.-3 -Certificate dated 6-12-1993 of Chief Geologist, Boula Chromite Mines of FACOR for Mr. Rabindra Kumar Barik.

LIST OF M.O.s ON BEHALF OF THE 2ND PARTY-UNION

M.O.-1 - Token No. 7930 of Boula Chromite Mines of FACOR, in respect of Shri. Niranjana Sahoo.

M.O.-2 - Token No. 7493 of Boula Chromite Mines of FACOR in respect of Shri Rabindra Kumar Barik.

LIST OF WITNESSES ON BEHALF OF THE 1ST PARTY-MANAGEMENT

No Witness Examined on behalf of the Management.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT

No documents exhibited on behalf of the Management.

नई दिल्ली, 23 अक्टूबर, 2007

क्र.आ. 3323.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट, पारादीप के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या आई.डी.सं. 177/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-38011/2/1998-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. No. 177/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Paradip Port Trust, Paradip, and their workman, which was received by the Central Government on 23-10-2007.

[File No. L-38011/2/98-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra,
Presiding Officer,
C.G.I.T.-cum-Labour court,
Bhubaneswar.

Tr. CASE INDUSTRIAL DISPUTE NO. 177/2001

Date of Passing Award—28th September 2007

Between :

The Management of the Chairman,
Paradip Port Trust,
Paradip-754442.

... 1st Party—Management

And

Their Workmen,
Represented through the
Vice President, Paradip Port
& Dock Mazdoor Union,
58, Diamond Harbour Road,
Calcutta-700023.

... 2nd Party—Union

Appearances :

M/s. H. K. Mohanty,
Advocate.

... For the 1st party
Management.

M/s. Subhasish Das.,
Advocate

... For the 2nd Party
Union

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No.L-38011/2/98/IR (M), dated 20-07-1998:—

“Whether the demand of Paradip Port & Dock Mazdoor Union for regularization of 70 Railway Maintenance Mazdoors (as per list enclosed) who are engaged in permanent and perennial nature of work since 1990 by the Management of Paradip Port Trust is justified? If so, to what relief the workmen are entitled?”

2. Admittedly the Paradip Port Trust constituted under the Major Port Trust Act, 1963 is in Management of Paradip Port situated in Orissa. The said Port-Management is inter-alia responsible for loading and unloading of exports and import cargoes on to or from the vessels calling at the port. For smoother carriage of the cargoes the Port has its own railway tracks upto Rangiagarh Railway Station of South Eastern Railways from where the rakes of the Railway Wagons are taken over and returned back by the said Port Management. For the above purpose it has got a set of permanent staff like Traffic Points Man, Gateman, Sealer, Head Number Taker, Shunting Jamadar, Linesman and Supervisory personnel to look after various activities connected with the movement of Railway Wagons from Railway Station to the port area and back. In so far as the maintenance of the Railway Tracks is concerned it is alleged by the Union that since 1983 the workman in question (70 number) are working as maintenance Mazdoor under different successive sham contractors to keep the railway tracks clean for smooth movement of wagons. Besides maintaining the same they are also utilized in other maintenance work under the direct supervision of the Engineers and Supervisors of the Port establishment. It is further alleged that earlier the Management had engaged in a similar way different workers through such contractors for handling of cargoes and in intra-transportation activities within the port area as also on works concerned with the process of landing and shipment of cargoes in the port area. But subsequently these workers were alone regularized through a scheme called Paradip Port Cargo Handling Workers (Regulation of Employment) Scheme, 1979 even though the contract labour engaged in Railway-track-maintenance had equal justification for their regularization. It is claimed that the work performed by

these workers in track maintenance being of continuous and perennial in nature and as such work is permanently needed till such time the port exists, they are needed to be regularized, their engagement being continuous under different sham contractors.

3. While refuting the above claim of the Union it is averred by the Management that in 1992 the maintenance and repair of Railway tracks was taken over by the Management from S.E. Railway authority and since then the above work is being done through contractors from time to time, the nature and requirement of such works not being perennial in nature. Further the Railway maintenance work not being a part of Intra port-transportation as per Clause-2 (a) of the Cargo Handling Workers (Regulation of Employment) Scheme 1979, the workers engaged in Railway maintenance are not entitled to be regularized under the said scheme, the work they perform not being a continuous but periodical in nature. It is further alleged that since the railway maintenance work is being entrusted to contractors from time to time it has no knowledge if the 70 disputant-workers had ever been engaged continuously by different contractors over the years or not. It is further contended that since the Management is possessed of necessary Labour License to engage contractors, the contractors so engaged cannot be termed as sham. Further since these workers are directly paid by the contractor, there exists no employee and employer relationship between them and Management and as such the Union is not justified to claim their regularization.

4. On the basis of the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the 70 Nos. of Railway Maintenance Mazdoors are workmen within the meaning of Section 2(s) of the I.D. Act, 1947?

2. Whether there is employer-employee relationship between the Management of Paradeep Port Trust and the 70 Nos. of Railway Maintenance Mazdoors?

3. Whether the 70 Nos. of Railway Maintenance Mazdoors are engaged in permanent and perennial nature of work since 1990?

4. Whether the demand of Paradeep Port and Dock Mazdoor Union for regularization of 70 Railway Maintenance Mazdoors (as per list) who are engaged in permanent and perennial nature of work since 1990 by the Management of Paradeep Port Trust is justified?

5. To what relief, if any, the workmen are entitled?

5. From the side of the Union four witnesses have been examined while the Management has examined two of his witnesses. A large numbers of gate passes issued to the workers and marked as Ext-4 to 4/34, 5 to 5/34, 6 to 6/34, 7 to 7/32 and many other official documents marked as Ext-1 to 3 and 8 to 15 have been filed by the Union. On the other hand the Management has filed two documents such as an Agreement with a Contractor (Ext-A) and a copy of the Cargo Handling Workers (Regulation of Employment) Scheme 1979 marked as Ext-B.

FINDINGS

ISSUE NOS. 1 & 2

6. These issues call for an answer whether the disputants in question are workman within the definition of Section 2(S) of the Act and whether there was any employee-employer relationship between them and the Management of Paradeep Port Trust Limited.

7. Depositing in the case the General Secretary of the 2nd Party-Union (W.W.-4) has given a detailed account of different types of works normally performed by these disputants. According to him these disputants have been engaged by the Management since 1992 and their works and performance are accordingly being supervised by the Engineers of the Management. The Management is also acting as the disciplinary authority of these workers and that every now and then they are reprimanded by the supervising officers. It is his further evidence that the disputants have been engaged by the Management without any letter of appointment, interposing some contractors as their employers and the contractor so interposed hardly supervised or instruct the disputant to attend any particular job. To justify that these disputants have been engaged by the Management, several daily gate passes (Ext.-4 series to Ext.-7 series) issued under the seal and signature of Executive Engineer, Railway Division of the Management have been produced. But these documents show that for working inside the prohibited port area these daily passes have been issued to some of the disputants. The letter (Ext.-8, dated 5-9-2002) of the Executive Engineer, Port Railway Division addressed to the Asstt. Commandant, CISF Unit, Paradeep Port Trust discloses that on the basis of said letter some of the disputants and few others numbering 28 were allowed to work inside the prohibited area during the relevant time for a fixed period as they were belonging to a contractor. Therefore, these documents can not be the basis to say that the disputants were of the Management but not of the Contractor. Contrary to the above when three of the disputants (W.W.-1, 2 and 3) claim to have been working under different contractors and as according to them they are also being paid by such contractors in presence of a representative of the Management, it all shows that the person under whom they are working is not a sham contractor. To this extent the claim of the Union as advanced through its General Secretary (W.W.-4) visibly appears like a snow-ball and not worthy of consideration. Therefore, it is held that there is no employee-employer relationship between the disputants and the Management to claim regularization. However the Management being their Principal employer they are declared workman within the meaning of Section 2(S) of the Industrial Disputes Act.

ISSUE NOS. 3 to 5

8. These issues are taken up together as they are inter-related.

Now with the above findings given under Issue Nos. 1 and 2 that the disputants are contract labourers, it is to be seen whether, considering their long standing engagement under different contractors they need to be regularized in the establishment of the Management.

9. It is a well-known fact that no court or Tribunal can direct for regularization of contract labour unless it is shown that, they were engaged in continuous and perennial nature of jobs in violation of the prohibitory order passed under Section 10 of the Contract Labour (Regulation & Abolition) Act or where such engagement has been made without obtaining necessary license as required under the said Act.

10. While over-rolling the judgement in *Air India's* case reported in AIR 1997 SC 645, a five judge Bench of the Hon'ble Supreme Court have held at sub-para 5, and 6 of Para 122 of the case between *Steel Authority of India Limited and others* reported in AIR-2001-SC-3527 as follows:

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to conditions as may be specified by it for that purpose in the light of Para-6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under S.10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications, other than technical qualifications.

11. In the instance case there is no evidence of any prohibitory order being issued by the Government under Section 10(1) of the Contract Labour Prohibition Act (CLRA Act) restricting the use of contract labour. While dealing with Issue Nos. 1 and 2 it has already been held that the disputants are the employees of the contractor engaged genuinely. The evidence of the Management witness and the unchallenged averment of the Management shows that

contractors having Labour permits have alone been given such contract of maintenance. One of the Contractor's agreement deed (Ext.-A) produced as a specimen evidence shows that the same has been given to a genuine contractor having Labour Permit. Besides, in their evidence three of the workman (W. W. 1, 2 and 3) have consistently admitted themselves to be the workers of contractor. They have also named some of the contractor under whom they have worked at different point of time and that there is no material to show if any order under Section 10(1) of the C.L.R. Act prohibiting engagement of contract labour was ever passed by the Government during such time or in a later stage. The unchallenged pleading of the Management shows on the other hand that contractors having labour license are only being given such contract of maintenance. Therefore in such circumstances when three of the disputants (W.W. 1, 2 and 3) have categorically admitted, as held under Issue No.1 and 2, that they are contract labour, the question of considering the case within the parameter of the above Rulings of the Hon'ble Supreme Court does not arise and as such the Union seems to have no ground to claim the regularizations of the disputant workers.

12. It has further been claimed by the Union that the work performed by the disputants being of continuous and perennial in nature, they deserves to be regularized in the manner as the cargo handling workers have been regularized by the Management through a scheme called *Paradeep Port Cargo handling workers (Regulation of Employment) Scheme 1979*. In this regard it is claimed by the Union in its claim statement that since the disputants are performing work of intra transportation like the cargo handling workers and as in other major ports the Railway maintenance work is carried out through regular workers designating them as gangman, Ash Pit Cleaners, Malies etc., the disputants in question should be regularized accordingly with similar designation so as to have a uniform system in all the major ports including the one in question. Through the W. W. 1, 2 and 3 it is stated that these disputants are engaged not only to keep the Railway Tracks cleaned so as to allow easy movement of the Railway wagons but they are also engaged in doing the work of joining fish plates, putting the slippers in the Railway tracks in right direction, changing of rail lines, points and locking of the tracks etc. But from the evidence of these witness it is clear that the above works are not required to be attended daily in a routine manner. Rather their evidence shows that as and when necessary they are doing the above work. This shows that the disputants have only been engaged to attend to various sundry jobs as and when necessary as a part of maintenance work. Therefore, as claimed by the Management Witness, none of the above works as performed by the disputants can be treated individually as continuous and perennial in nature. So also the work performed by these disputants can not be equated with that of the job of a cargo handling workers engaged in loading and unloading of cargoes in port area and nor they can be regularized under any scheme in absence of employee employer relationship between them and the Management as held in a case between *Steel Authority of India Limited etc. Versus National Union Water Front Workers and others* reported in AIR 2001-SC-3527.

13. Accordingly the reference is answered in negation.

Dictated & Corrected by me

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY-UNION

Workman Witness No. 1- Shri Bijaya Kumar Champati.

Workman Witness No. 2 - Shri Radhashyam Sahoo.

Workman Witness No. 3 - Shri Sunakar Moharana.

Workman Witness No. 4 - Shri Allamath Ranhandol.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY-UNION

Ext.-1 - Letter No. PPD MU/PLC(C)/61/96 dated 4-3-1996 of Paradeep Port and Dock Mazdoor Union, Paradeep to R.L.C. (C), Bhubaneswar.

Ext.-2 - Letter No. PPD MU/IND (ND) Ply/97/5 dated 12-3-1997 of Paradeep Port & Dock Mazdoor Union to Government of India, Ministry of Surface Transport, New Delhi.

Ext.-3 - Copy of letter of E.E. Rly. Division PDP to the H.G. to issue gate passes in favour of the workman.

LIST OF WITNESSES ON BEHALF OF THE 1st PARTY MANAGEMENT

M.W. No. 1 - Shri Arta Trana Mohanty.

M.W. No. 2 - Shri Himanshu Sekhar Rout.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1st PARTY-MANAGEMENT

Ext.-A - Copy of Agreement dated 11-6-1997 between the Management and the Contractor.

Ext.-B - Copy of Paradeep Port Cargo Handling Workers Regulation of Employment Scheme, 1979.

नई दिल्ली, 23 अक्टूबर, 2007

का.आ. 3324.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया लि., सालेम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. सं. 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-11012/6/2007-आई आर(एम).]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. No. 34/2007) of the Central Government Industrial Tribunal-Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Airport Authority of India Ltd., Salem

and their workman, which was received by the Central Government on 23-10-2007.

[No. L-11012/6/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 10th October, 2007.

PRESENT: K. JAYARAMAN, Presiding Officer INDUSTRIAL DISPUTE No. 34/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India and their Workman.

BETWEEN

Sri P. Ammichi @ Kumar
S/o Palanisamy
Kamalapuram Mel Veedhi
Kamalapuram PO
Omair Taluk, Salem.

I Party/Petitioner

Vs.

The Airport Officer
Airport Authority of India Ltd.
Salem Airport,
Kamalapuram Post
Omair Taluk, Salem Distt.

II Party/Respondent

Appearance:

For the Petitioner

...Sri P.K. Parameswaran
Advocate.

For the Management

...None

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/6/2007-IR(M) dated 02/04-07-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Airport Authority of India in not regularizing the services of Sri P. Ammichi is legal and justified. If not, to what relief is the workman entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 34/2007 and issued notices to both sides. After that the petitioner entered through his Advocate and filed claim statement and on the other hand, the Respondent has not appeared either personally or through their representative even after two notices.

3. The allegations in the claim statement/memo of objection are briefly as follows:

The petitioner was appointed as watch and ward by one, New Everest Security Services in the year 1994 and the work was allotted by the Respondent/Management.

The petitioner signed in the attendance register maintained by the Respondent and also getting the salary from the Respondent/Management. The petitioner and 9 others thus employed by the contractor were under the impression that the contractor would renew the contract every year but to their surprise the contract of the contractor was expired in the year 1998 and it was not renewed. The petitioner and others after their termination have filed Writ Petitions before the Hon'ble High Court which were numbered as WP No. 2719, 3407 of 1998 and in that Hon'ble High Court directed the Respondent that they should be provide the work to the petitioner and other 9 persons and also further directed that they should be regularized in the services. After that the Respondent/Management has called the petitioner and other workers and report for duty on contract basis by its Order No. AAI/NAD/SM/EB.15/333 dated 21/22-9-1998. The work allotted to the petitioner and others is not only watch and ward but also the preliminary nature of work and the work is perennial in nature which is very essential and without which the airport operation of landing and taking of flights cannot be possible. While so, on 18-03-2005, the petitioner was not admitted to enter into the Airport and not even permitted to meet the Airport Officer. The petitioner was not given any notice by oral or written before such termination of his services and the Respondent has also employed certain other workers for doing the same work in the Airport. This action of the Respondent is illegal, no nest in law. They have also issued a letter to the petitioner to vacate the quarters immediately. The petitioner learned that the Respondent/Management had preferred an appeal against the orders of the Writ Petition and it had obtained an order in their favour by concealing the real facts. Now the action of the Respondent in terminating the services of the petitioner is illegal and against the mandatory provisions of the Industrial Disputes Act. Therefore, the petitioner prays this Tribunal to reinstate him in service with back wages from the date of termination viz. 18-03-2005 and to regularise the services of the petitioner in the Respondent/Management and also for consequential benefits.

4. As already pointed out, the Respondent has not appeared before this Tribunal even after 2 notices, therefore, the Respondent was set ex-parte and an award is to be passed by this Tribunal with the memo of objection filed by the petitioner.

Points for determination are:

(i) Whether the action of the management of Airport Authority of India in not regularizing the service of Sri P. Arnmichi is legal and justified?

(ii) To what relief is the workman entitled to?

Point No. 1

5. The petitioner alleged that he was appointed as watch and ward by New Security Services, a contractor under the Respondent/Management during the year 1994 and he further alleged that he and 9 others were appointed as such in the first Respondent/Management. Though he entered through the Contractor, it is only the Respondent who has paid the salary and the Respondent Officers have only given instructions to do the work. During the year

1998, when the petitioner came to know that the contract was not extending to the New Everest Security Services, fearing of termination he and other 9 workers have filed a Writ Petitions before the Hon'ble High Court in WP No. 2719, 3407 of 1998 for regularizing their services in the Respondent/Management. In that WPs, the Hon'ble High Court has directed the Respondent/Management to absorb the petitioner and 9 others in the employment of the Respondent/Management and in view of the order passed by the Hon'ble High Court, the Respondent/Management called the petitioner and other workers to report for duty vide its Order No. Airport Authority of India/NAD/SM/EB.15/333 dated 21/22-9-1998. It is his further contention that he and other workers joined the duty and they have worked as per the instructions of the Officers of the Respondent/Management but they have not been confirmed by the Respondent/Management. It is his further contention that he was appointed as watch and ward and the work done by the petitioner and others are perennial in nature and they are very essential and without which the Airport Operation of landing and taking of flights would not be possible. It is his further contention that while so on 18-03-2005, the Respondent/Management without any notice or notice of compensation has not permitted the petitioner and others to enter into the premises, thus the Respondent/Management has terminated the services of the petitioner and others. The action of the Respondent/Management in terminating the services of the petitioner and others is illegal and void abinitio. The Respondent/Management has not followed the mandatory provision of the Section 25(F) of the Industrial Disputes Act. Hence they have raised a dispute before the labour authorities and on its failure of conciliation, the matter was referred to this Tribunal.

6. The learned cotounsel of the petitioner contended that the action of the Respondent/Management for terminating the services of the petitioner is illegal and against the provisions of the Industrial Disputes Act. Even before this Tribunal, the Respondent has not appeared before this Tribunal to deny the allegations of the petitioner and as such an award is to be passed against the Respondent/Management. I find much force in the contentions of the learned counsel of the petitioner. Further, the petitioner has filed a copy of the order dated 21/22-9-1998 issued by the Respondent/Management asking the petitioner to report for duty. He has also filed the copy of the order of the Writ Petition Nos. 2719 and 3407 to 3413 of 1998 dated 19-06-1998 wherein the petitioner and others have filed a Writ Petition against the Respondent/Management. Since the Respondent has not appeared before this Court and not filed any objection against the allegation of the petitioner and remained ex-parte, I find the contention of the petitioner is to be believed. As such I find this point in favour of the petitioner.

Point No. 2

The next point to be determined is as to what relief the workman is entitled?

7. In view of my foregoing findings, I find the petitioner is entitled to reinstatement in service. Further the Respondent is directed to regularize the petitioner in

the service of the Respondent/Management. The petitioner is also entitled to consequential benefits.

8 Thus, the reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th October, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None

For the II Party/Management : None

Documents Marked :

From the Petitioner's side

Ex. No. Date Description

Nil

From the Management side :

EX.No. Date Description

Nil

नई दिल्ली, 23 अक्टूबर, 2007

का.आ. 3325.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया लि., सालेम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई. डी सं. 30/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-11012/4/2007-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3325.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. No. 30/2007) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Airport Authority of India Ltd., Salem and their workman, which was received by the Central Government on 23-10-2007.

[No. L-11012/4/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 28th August, 2007

PRESENT: K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE No. 30/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India and their Workman)

BETWEEN

Sri M. Perumalswamy,
S/o Sri Mariappan,
Kamalapuram Kizh Colony,
Dharmapuri Main Road,
Kamalapuram PO Omalur Taluk
Salem Distt.

: I Party/Petitioner

Vs.

The Airport Officer,
Airport Authority of India Ltd.,
Salem Airport, Kamalapuram Post,
Omalar Taluk,
Salem Distt.

: II Party/Respondent

APPEARANCE:

For the Petitioner

Sri P.K. Parameswaran
Advocate

For the Management

None

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/4/2007-IR(M) dated 18-06-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Airport Authority of India in not regularizing the services of Sri M. Perumalswamy is legal and justified. If not, what relief is the workman entitled for?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 30/2007 and issued notices to both sides. After that the petitioner entered through his Advocate and filed claim statement and on the other hand, the Respondent has not appeared either personally or through their representative even after two notices.

3. The allegations in the claim statement/memo of objection is briefly as follows:

The petitioner was appointed as watch and ward by one, New Everest Security Services in the year 1994 and the work was allotted by the Respondent/Management. The petitioner signed in the attendance register maintained by the Respondent and also getting the salary from the Respondent/Management.

The petitioner and 9 others thus employed by the contractor were under the impression that the contractor would renew the contract every year but to their surprise the contract of the contractor was expired, in the year 1998 and it was not renewed. The petitioner and others after their termination has filed Writ, Petitions before the Hon'ble High Court which were numbered as WP No. 2719, 3407 of 1998 and in that Hon'ble High Court directed the Respondent that they should be provide the work to the petitioner and other 9 persons and also further directed

that they should be regularized in the services. After that the Respondent/Management has called the petitioner and other workers and report for duty on contract basis by its Order no. AAI/NAD/SM/EB.15/329 dated 21/22-9-1998. The work allotted to the petitioner and others is not only watch and ward but also the preliminary nature of work and the work is perennial in nature which is very essential and without which, the airport operation of landing and taking of flights cannot be possible. While so, on 18-03-2005, the petitioner was not admitted to enter into the Airport and not even permitted to meet the Airport Officer. The petitioner was not given any notice by oral or written before such termination of his services and the Respondent has also employed certain other workers for doing the same work in the Airport. This action of the Respondent is illegal, nonest in law. They have also issued a letter to the petitioner to vacate the quarters immediately. The petitioner learned that the Respondent/Management had preferred an appeal against the orders of the Writ Petition and it had obtained an order in their favour by concealing the real facts. Now the action of the Respondent in terminating the services of the petitioner is illegal and against the mandatory provisions of the Industrial Disputes Act. Therefore, the petitioner prays this Tribunal to reinstate him in service with back-wages from the date of termination viz. 18-03-2005 and, to regularize the services of the petitioner in the Respondent/Management and also for consequential benefits.

4. As already pointed out, the Respondent has not appeared before this Tribunal even after two notices, therefore, the Respondent was set ex-parte and an award is to be passed by this Tribunal with the memo of objection filed by the petitioner.

Points for determination are:

(i) Whether the action of the management of Airport Authority of India in not regularizing the service of Sri G. Arumugam is legal and justified?

(ii) To what relief is the workman entitled to?

Point No. 1

5. The petitioner alleged that he was appointed, as watch and ward by New Security Services, a contractor under the Respondent/Management during the year 1994 and he further alleged that he and 9 others were appointed as such in the first Respondent/Management though he entered into contract with the contractor, it is only, the Respondent who has paid the salary and the Respondent Officers have given instructions to do the work. During the year 1998, when the petitioner came to know that the contract was not extending to the New Everest Security Services, fearing of termination he and other 9 workers have filed a Writ Petition before the Hon'ble High Court in WP No. 2719, 3407 of 1998 for regularizing their services in the Respondent/Management. In that WP, the Hon'ble High Court has directed the Respondent/Management to absorb the petitioner and 9 others in the employment of the Respondent/Management and in view of the order

passed by the Hon'ble High Court, the Respondent/Management called the petitioner and other workers to report for duty vide its Order No. Airport Authority of India/NAD/SM/EB.15/32 dated 21/22-9-1998. It is his further contention that he and other workers joined the duty and they have worked as per the instructions of the Officers of the Respondent/Management but they have not been confirmed by the Respondent/Management. It is his contention that he was appointed as watch and ward and the work done by the petitioner and others are perennial in nature and they are very essential and without which the Airport Operation of landing and taking of flights would not be possible. It is his further contention that while so on 18-03-2005, the Respondent/Management without any notice or notice of compensation has not permitted the petitioner and others to enter into the premises, thus the Respondent/Management has terminated the services of the petitioner and others. The action of the Respondent/Management in terminating the services of the petitioner and others is illegal and void ab initio. The Respondent/Management has not followed the mandatory provisions of the Section 25(F) of the Industrial Disputes Act. Hence they have raised a dispute before the labour authorities and on its failure of conciliation, the matter was referred to this Tribunal.

6. The learned counsel of the petitioner contended that the action of the Respondent/Management for terminating the services of the petitioner is illegal and against the provisions of the Industrial Disputes Act. Even before this Tribunal, the Respondent has not appeared before this Tribunal to deny the allegations of the petitioner and as such an award is to be passed against the Respondent/Management. I find much force in the contentions of the learned counsel of the petitioner. Further, the petitioner has filed a copy of the order dated 21/22-9-98 issued by the Respondent/Management asking the petitioner to report for duty. He has also filed the copy of the order of the Writ Petition Nos. 2719 and 3407 to 3413 of 1998 dated 19-06-1998 wherein the petitioner and others have filed a Writ Petition against the Respondent/Management. Since the Respondent has not appeared before this Court and not filed any objection against the allegation of the petitioner and remained ex-parte, I find the contention of the petitioner is to be believed. As such I find this point in favour of the petitioner.

Point No. 2

7. In view of my foregoing findings, I find the petitioner is entitled to reinstatement in service. Further the Respondent is directed to regularize the petitioner in the service of the Respondent/Management. The petitioner also entitled to consequential benefits.

8. Thus, the reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th August, 2007).

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 23 अक्टूबर, 2007

का.आ. 3326.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया लि., सालेम, के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई.डी 29/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-11012/3/2007-आई आर(एम)]

एन. एस. बोर, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 29/2007) of the Central Government Industrial Tribunal-Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Airport Authority of India Ltd., Salem and their workman, which was received by the Central Government on 23-10-2007.

[No. L-11012/3/2007-IR (M)]

N. S. BORA, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday the 28th August, 2007

PRESENT: K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 29/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India and their Workman)

BETWEEN

Sri Thangaraj
S/o Muthu @ Muthusamy
Kamalapuram Colony
Dharmapuri Main Road,
Kamalapuram
PO Omalur Taluk
Salem Distt.

: I Party/Petitioner

Vs.

The Airport Officer
Airport Authority of India Ltd.,
Salem Airport,
Kamalapuram

Post Omalur Taluk
Salem Distt.

: II Party/Respondent

Appearance:

For the Petitioner : Sri P.K. Parameswaran,
Advocate

For the Management : None

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/3/2007-IR (M) dated 18-6-2007 referred the following Industrial Dispute to this Tribunal for adjudication. The Schedule mentioned in that order is :

“Whether the action of the management of Airport Authority of India in not regularizing the services of Sri Thangaraj is legal and justified. If not, what relief is the workman entitled for?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 29/2007 and issued notices to both sides. After that the petitioner entered through his Advocate and filed claim statement and on the other hand, the Respondent has not appeared either personally or through their representative even after two notices.

3. The allegations in the claim statement/memo of objection is briefly as follows :

The petitioner was appointed as watch and ward by one, New Everest Security Services in the year 1994 and the work was allotted by the Respondent/Management. The petitioner signed in the attendance register maintained by the Respondent and also getting the salary from the Respondent/Management. The petitioner and 9 others thus employed by the contractor were under the impression that the contractor would renew the contract every year but to their surprise the contract of the contractor was expired in the year 1998 and it was not renewed. The petitioner and other after their termination have filed a 'Writ Petition before the Hon'ble High Court which were numbered as WP No. 2719, 3407 of 1998 and in that Hon'ble High Court directed the Respondent that they should provide the work to the petitioner and other 9 persons and also further directed that they should be regularised in the services. After that the Respondent/Management has called the petitioner and other workers and report for duty on contract basis by its Order No. AAI/NAD/SM/EB.15/329 dated 21/22-9-1998. The work allotted to the petitioner and others is not only watch and ward but also the preliminary nature of work and the work is perennial in nature which is very essential and without which, the Airport Operation of landing and taking of flights cannot be possible. While so, on 18-03-2005, the petitioner was not admitted to enter into the Airport and not even permitted to meet the Airport

Officer. The petitioner was not given any notice by oral or written before such termination of his services and the Respondent has also employed certain other workers for doing the same work in the Airport. This action of the Respondent is illegal, nonest in law. They have also issued a letter to the petitioner to vacate the quarters immediately. The petitioner learnt that the Respondent/Management had preferred an appeal against the orders of the Writ Petition and it had obtained an order in their favour by concealing the real facts. Now the action of the Respondent in terminating the services of the petitioner is illegal and against the mandatory provisions of the Industrial Disputes Act. Therefore, the petitioner prays this Tribunal to reinstate him in service with back-wages from the date of termination viz. 18-3-2005 and to regularize the services of the petitioner in the Respondent/Management and also for consequential benefits.

4. As already pointed out, the Respondent has not appeared before this Tribunal even after 2 notices, therefore, the Respondent was set ex-parte and an award is to be passed by this Tribunal with the memo of objection filed by the petitioner.

Points for determination are:

- (i) Whether the action of the management of Airport Authority of India in not regularising the service of Sri G. Arumugam is legal and justified?
- (ii) To what relief is the workman entitled to?

Point No. 1

5. The petitioner alleged that he was appointed as watch and ward by New Security Services, a contractor under the Respondent/Management during the year 1994 and he further alleged that he and 9 others were appointed as such in the first Respondent/Management. Though he entered into contract with the contractor, it is only the Respondent who has paid the salary and the Respondent Officers have only given instructions to do the work. During the year 1998, when the petitioner came to know that the contract was not extending to the New Everest Security Services fearing of termination he and other 9 workers have filed a Writ Petition before the Hon'ble High Court in W.P. Nos. 2719, 3407 of 1998 for regularizing their services in the Respondent/Management. In that WPs, the Hon'ble High Court has directed the Respondent/Management to absorb the petitioner and 9 others in the employment of the Respondent/Management and in view of the order passed by the Hon'ble High Court, the Respondent/Management called the petitioner and other workers to report for duty *vide* its Order No. Airport

Authority of India/NAD/SM/EB-15/32 dated 21/22-9-1998. It is his further contention that he and other workers joined the duty and they have worked as per the instructions of the Officers of the Respondent/Management but they have not been confirmed by the Respondent/Management. It is his further contention that he was appointed as watch and ward and the work done by the petitioner and others are perennial in nature and they are very essential and without which the Airport Operation of landing and taking of flights would not be possible. It is his further contention that while so on 18-03-2005, the Respondent/Management without any notice or notice of compensation has not permitted the petitioner and others to enter into the premises, thus the Respondent/Management has terminated the services of the petitioner and others. The action of the Respondent/Management in terminating the services of the petitioner and others is illegal and void ab initio. The Respondent/Management has not followed the mandatory provisions of the Section 25(F) of the Industrial Disputes Act. Hence they have raised a dispute before the labour authorities and on its failure of conciliation, the matter was referred to this Tribunal.

6. The learned counsel of the petitioner contended that the action of the Respondent/Management for terminating the services of the petitioner is illegal and against the provisions of the Industrial Disputes Act. Even before this Tribunal, the Respondent has not appeared before this Tribunal to deny the allegations of the petitioner and as such an award is to be passed against the Respondent/Management. I find much force in the contentions of the learned counsel of the petitioner. Further, the petitioner has filed a copy of the order dated 21/22-9-98 issued by the Respondent/Management asking the petitioner to report for duty. He has also filed the copy of the order of the Writ Petition Nos. 2719 and 3407 to 3413 of 1998 dated 19-6-1998 wherein the petitioner and others have filed a Writ Petition against the Respondent/Management. Since the Respondent has not appeared before this Court and not filed any objection against the allegation of the petitioner and remained ex-parte, I find the contention of the petitioner is to be believed. As such I find this point in favour of the petitioner.

Point No. 2

7. In view of my foregoing findings, I find the petitioner is entitled to reinstatement in service. Further the Respondent is directed to regularize the petitioner in the service of the Respondent/Management. The petitioner is also entitled to consequential benefits.

8. Thus, the reference is answered accordingly.

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 23 अक्टूबर, 2007

का.आ. 3327.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया लि., सालेम, के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. सं. 28/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-11012/2/2007-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I. D. No. 28/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Airport Authority of India Ltd. Salem and their workmen, which was received by the Central Government on 23-10-2007.

[File No. L-11012/2/2007-IR (M)]

N. S. BORA, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Tuesday, the 28th August, 2007

PRESENT K. JAYARAMAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 28/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India and their Workman)

BETWEEN

Sri G. Arumugam : I Party/Petitioner
S/o Sri Govindan,
Thumbipadi Colony
Thumbipadi PO,
Omalar Taluk
Salem.

Vs.

The Airport Officer
Airport Authority of India Ltd.
Salem Airport,
Kamalapuram
Post Omalar Taluk
Salem Distt. : II Party/Respondent

APPEARANCE:

For the Petitioner : Sri P.K. Parameswaran
Advocate

For the Management : None

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/2/2007-IR(M) dated 18-06-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Airport Authority of India in not regularizing the services of Sri G. Arumugam is legal and justified. If not, what relief is the workman entitled for?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 28/2007 and issued notices to both sides. After that the petitioner entered through his Advocate and filed claim statement and on the other hand, the Respondent has not appeared either personally or through their representative even after two notices.

3. The allegations in the claim statement/memo of objection are briefly as follows:

The petitioner was appointed as watch and ward by one, New Everest Security Services in the year 1994 and the work was allotted by the Respondent/Management. The petitioner signed in the attendance register maintained by the Respondent and also getting the salary from the, Respondent/Management. The petitioner and 9 others thus employed by the contractor were under the impression that the contractor would renew the contract every year but to their surprise the contract of the contractor was expired in the year 1998 and it was not renewed. The petitioner and others after their termination have filed Writ Petitions before the Hon'ble High Court which were numbered as WP No. 2719, 3407 of 1998 and in that Hon'ble High Court directed the Respondent that they should be provide the work to the petitioner and other 9 persons and also further directed that they should be regularized in the services. After that the Respondent/Management has called the petitioner and other workers and report for duty on contract basis by its Order No. AAI/NAD/SM/EB.15/329 dated 21/22-9-1998. The work allotted to the petitioner and others is not only watch and ward but also the preliminary nature of work and the work is perennial in nature which is very essential and without which the airport operation of landing and taking of flights cannot be possible. While so, on 18-03-2005, the petitioner was not admitted to enter into the Airport and not even permitted to meet the Airport Officer. The petitioner was not given any notice by oral or written before such termination of his services and the Respondent has also employed certain other workers for

doing the same work in the Airport. This action of the Respondent is illegal, no nest in law. They have also issued a letter to the petitioner to vacate the quarters immediately. The petitioner learned that the Respondent/Management had preferred an appeal against the orders of the writ petition and it had obtained an order in their favour by concealing the real facts. Now the action of the Respondent in terminating the services of the petitioner is illegal and against the mandatory provisions of the Industrial Disputes Act. Therefore, the petitioner prays this Tribunal to reinstate him in service with back-wages from the date of termination viz. 18-03-2005 and to regularise the services of the petitioner in the Respondent/Management and also for consequential benefits.

4. As already pointed out, the Respondent has not appeared before this Tribunal even after 2 notices, therefore, the Respondent was set ex-parte and an award is to be passed by this Tribunal with the memo of objection filed by the petitioner.

Points for determination are:

- (i) Whether the action of the management of Airport Authority of India in not regularizing the service of Sri G. Arumugam is legal and justified?
- (ii) To what relief is the workman entitled to?

Point No. 1

5. The petitioner alleged that he was appointed as watch and ward by New Security Services, a contractor under the Respondent/Management during the year 1994 and he further alleged that he and 9 others were appointed as such in the first Respondent/Management. Though he entered through the contractor, it is only the Respondent who has paid the salary and the Respondent Officers have only given instructions to do the work. During the year 1998, when the petitioner came to know that the contract was not extending to the New Everest Security Services, fearing of termination he and other 9 workers have filed a Writ Petitions before the Hon'ble High Court in WP No. 2719, 3407 of 1998 for regularizing their services in the Respondent/Management. In that WPs, the Hon'ble High Court has directed the Respondent/Management to absorb the petitioner and 9 others in the employment of the Respondent/Management and in view of the order passed by the Hon'ble High Court, the Respondent/Management called the petitioner and other workers to report for duty vide its Order No. Airport Authority of India/NAD/SM/EB.15/329 dated 21/22-9-1998. It is his further contention that he and other workers joined the duty and they have worked as per the instructions of the Officers of the Respondent/Management but they have, not been confirmed by the Respondent/Management. It is his further

contention that he was appointed as watch and ward and the work done by the petitioner and others are perennial in nature and they are very essential and without which the Airport Operation of landing and taking of flights would not be possible. It is his further contention that while so on 18-03-2005, the Respondent/Management without any notice or notice of compensation has not permitted the petitioner and others to enter into the premises, thus the Respondent/Management has terminated the services of the petitioner and others. The action of the Respondent/Management in terminating the services of the petitioner and others is illegal and void abinitio. The Respondent/Management has not followed the mandatory provisions of the Section 25(F) of the Industrial Disputes Act. Hence they have raised a dispute before the labour authorities and on its failure of conciliation, the matter was referred to this Tribunal.

6. The learned counsel of the petitioner contended that the action of the Respondent/Management for terminating the services of the petitioner is illegal and against the provisions of the Industrial Disputes Act. Even before this Tribunal, the Respondent has not appeared before this Tribunal to deny the allegations of the petitioner and as such an award is to be passed against the Respondent/Management. I find much force in the contentions of the learned counsel of the petitioner. Further, the petitioner has filed a copy of the order dated 21/22-9-98 issued by the Respondent/Management asking the petitioner to report for duty. He has also filed the copy of the order of the Writ Petition Nos. 2719 and 3407 to 3413 of 1998 dated 19-06-1998 wherein the petitioner and others have filed a Writ Petition against the Respondent/Management. Since the Respondent has not appeared before this Court and not filed any objection against the allegation of the petitioner and remained ex-parte, I find the contention of the petitioner is to be believed. As such I find this point in favour of the petitioner.

Point No.2

The next point to be determined is as to what relief the workman is entitled?

7. In view of my foregoing findings, I find the petitioner is entitled to reinstatement in service. Further the Respondent is directed to regularize the petitioner in the service of the Respondent/Management. The petitioner is also entitled to consequential benefits.

8 Thus, the reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th August, 2007)

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 23 अक्टूबर, 2007

क्र.आ. 3328.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने, एसटीसी मोटर्स लि. और 8 अर्थर्स के प्रबंधन के संबंध में निम्नलिखित निर्णयों और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय सं. 2, मुम्बई के चंदाट (संदर्भ संख्या सीजीआईटी 2/61/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-31011/63/2002-आई आर (एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3328.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/61/2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. S. T. C. Movers Ltd. & 8 others, and their workmen, which was received by the Central Government on 23-10-2007.

[No. L-31011/63/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD

Presiding Officer

Reference No. CGIT-2/61 of 2002

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF:

- (1) M/s. STC Movers Limited.
- (2) M/s. National Freight Carriers.
- (3) M/s. Contech Transport Private Ltd.
- (4) M/s. Pegasus Transport Private Ltd.
- (5) M/s. Spaedy Transport Ltd.
- (6) M/s. Dolphin Marine Enterprises
- (7) M/s. Maryn Forwarding Corporation
- (8) M/s. Suresh Mechanical Works
- (9) M/s. Kasturi Transport Private Ltd.

- (1) The Director
M/s. STC Movers Limited
STC Building
275, Reay Road
Mumbai-400010.
- (2) The Director
M/s. National Freight Carriers
333/334/335, Vyapar Bhavan, 3rd Floor,
P. D'mello road, Carnac Bunder
Mumbai-400009.

- (3) The Managing Director
M/s. Contech Transport Pvt. Ltd.
124, Kashiram Jamnadas Buildings, 1st Floor,
5, P. D'mello Road,
Mumbai-400009.
- (4) The Managing Director
M/s. Pegasus Transport Pvt. Ltd.
C-4, S. P. Mistry Building, Ground Floor
Dr. Shirodkar Marg, Parel (E),
Mumbai-400012.
- (5) The Director
M/s. Spaedy Transport Ltd.
BPT 1635, Mansion Road
Carnac Bunder
Mumbai-400009.
- (6) The Managing Director
M/s. dolphin Marine Enterprises
STC Building, 275, Reay Road
Mumbai-400010.
- (7) The Managing Director
M/s. Maryn Forwarding Corporation
130, Vyapar Bhavan, P. D'mello Road
Mumbai-400009.
- (8) The Managing Director
M/s. Suresh Mechanical Works
124, Kashiram Jamnadas Building, 1st Floor
5, P. D'mello Road
Mumbai-400009.
- (9) The Managing Director
M/s. Kasturi Transport Pvt. Ltd.
301/302, Joshi Chambers
Ahmedabad Street, Carnac Bunder
Mumbai-400009.

AND

THEIR WORKMEN

The President
Transport & Dock Workers Union
P. D'mello Bhavan
P. D'mello Road, Carnac Bunder
Mumbai-400038.

APPEARANCES:

FOR THE EMPLOYERS

(1, 5 & 9) : Mr. B. K. Ashok
AdvocateFOR THE EMPLOYER (2): Mr. Chinchwadkar,
Advocate

FOR THE EMPLOYERS

(3, 7, 8) : Mr. P. K. Raveedranathan
Advocate

FOR THE EMPLOYERS

(4, 6) : Mr. S. G. Dhutia
AdvocateFOR THE EMPLOYER (9) : Mr. J. D. D'Silva,
AdvocateFOR THE WORKMEN : Ms. Gayatri Singh,
Advocate

Mumbai, dated 27th September, 2007

AWARD

Matrix of the facts as culled out from the reference are as under :—

1. The Government of India, Ministry of Labour, by its Order No. L-31011/6/2002[IR(M)] dated 26-07-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

Ref. CGIT-2/61 of 2002

“Whether the workmen of STC Movers and 9 other Transport Operators, are justified in raising the charter of demands related to wage revision? If yes, to what relief the workman is entitled to ?”

2. Claim statement if filed by Secretary of second party Union at Ex-16 which is denied by number of various first parties and have challenged demand by filing their respective Written Statement. Issues are framed at Ex-66 on the basis of pleadings of the parties concerned.

3. Meanwhile second party union settled its dispute with first part No. 1 i.e. with STC Movers Ltd. and submitted it at Ex-67 with copy of the Settlement. It is admitted by the secretary of the union and the First party No. 1. In this situation, I proceed to pass the following order as far as first party No. 1 is concerned.

ORDER

In view of Ex-67, reference of the Second party Union against first party No. 1 i.e. M/s. S.T.C. Movers Ltd. is disposed of.

Ext.-67 Dated 27-09-2007

A. A. Lad, Presiding
Officer
CGIT-2, Mumbai

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL****TRIBUNAL NO. 2**

REFERENCE (CGIT) No. 61 of 2002

BETWEEN

Employers in relation to the Management of
M/s STC Movers Ltd & Ors.

AND

Their workmen

MAY IT PLEASE THIS HON'BLE TRIBUNAL:—

It is submitted that the dispute in respect of M/s. STC Movers Ltd, First party No. 1 has been settled. A settlement dated 16-4-2007 has been signed between M/s. STC Movers Ltd and the Union on behalf of the workers. It is therefore submitted that the settlement dated 16th April, 2007 be taken on record and an award be passed in terms of settlement dated 16-4-2007 and STC accordingly be deleted from the said reference as having settled the dispute. Enclosed is a copy of the settlement dated 16-4-2007.

Mumbai

Dated : 27-9-2007

Sd/- Illegible Secretary

Transport & Dock Workers
Union, Mumbai

**MEMORANDUM OF SETTLEMENT U/S 2 P,
12(1), 18(1) OF INDUSTRIAL DISPUTES ACT
r/w RULE 62 OF INDUSTRIAL DISPUTES
RULES, 1967.**

Parties to the settlement : Messrs. STC MOVERS
PVT. LTD.
275, Reay Road,
Mumbai-400 010.

And

The Workmen employed
under it.

Representing the Employer : Mr. B.V. Sheregar
Director (on behalf of the
Company)

Representing the Work- : Mr. S.R. Kulkarni
men of the Transport and President.
Dock Workers Union,
P.D.' Mello Road,
Mumbai 400 038.

: Mr. P.K. Raman,
Secretary.

: Mr. Bote Patil,
O.S.D.

SHORT RECITAL OF THE CASE

Whereas the settlement dated 29-01-1999 stood expired and the union served a fresh Charter of Demand. During the relevant period the Company was undergoing financial crisis. The said Charter of Demand subsequently referred for adjudication being Case No. IC CGIT/2/61/02 /and CGIT NO. 2/3/03. The union aforesaid named an application for interim relief in respect of VDA and the same was rejected.

And whereas due to financial crisis the Management had retrenched some employees after following the due process of law.

And whereas the Union and the Management had arrived at some understanding pertaining to the labour issue. The Management stopped the payment of running VDA and admitted continuing to pay minimum rate of wages.

And whereas the Union admitted and understood the financial status of the company and further agreed to co-operate for further period.

Accordingly both the parties arrived at a settlement on the following terms :—

TERMS OF SETTLEMENT

1. It is agreed that this agreement under reference shall supercede all other understandings, settlement and agreements and the present settlement shall deemed of have settled all or any claim of the workmen if any between 01-04-2001 to 31-01-2007.

Period of Settlement	From 01-02-2007 to 31-3-2010.	Demand No. 10.	Travel Allowances. It is expressly agreed by and between the parties that the present system of paying monthly Travel Allowances will continue.
Demand No. 1	Wage Structure It is agreed by and between the Workmen that the existing wage structure shall be continued. However, in addition to the present basis salary, all the permanent employees shall be given an increment of 10% on <i>ad hoc</i> basis with effect from 01-02-2007 and the same shall be continued after the expiry of the agreement period. It is a one time increment till the next settlement.	Demand No. 11.	Shift Working the present system of working will be continued.
Demand No. 2, 3, 4 and 5	Minimum Wages It has been agreed that since VDA has been granted effective from 01-04-2007 and in spite of the said increment, if any employees is found less than the Minimum Wages applicable to the establishment in such an event such employee shall be revised to minimum rate of wages so as to comply with law. The establishment shall be classified as Transport Industry and the provisions of Transport Workers Act shall be applicable.	Demand No. 12.	Bonus It has been agreed by and between the parties that the company shall pay Bonus @ 8.33% per annum for the operative period.
Demand No. 6	Variable Dearness Allowance It has been agreed by and between the parties that VDA shall be paid with effect from 01-04-2007. The present VDA has been frozen hence the present VDA shall not be in continuation. However, the Company shall pay VDA from 01-04-2007 and the same shall added on the existing VDA. (Rs. 2904 + increased DA Point x Rs. 2/-)	Demand No. 13.	Liberalisation of Incentive Scheme It is expressly agreed by and between the parties that the present system of paying incentive will be continue.
Demand No. 7.	House Rent Allowance It is expressly agreed by and between the parties that all the permanent workmen shall be paid House Rent Allowance @ 20% of increased wages and same shall be paid on pro-rata basis.	Demand No. 14.	Retirement Benefits It is expressly agreed by and between the parties that workers are Superannuated or resigned will be settled all legal dues as per laws. However the age of retirement shall be 60 year of age.
Demand No. 8.	City Compensatory Allowance The workmen and the union do not press for the demand and the same is deemed to have been settled and withdrawn during the operative period of this settlement.	Demand No. 15.	House Building Advance The workmen and the union do not press for the demand and the same is deemed to have been settled and withdrawn during the operative period of this settlement.
Demand No. 9.	Special Allowance The workmen and the union do not press for the demand and the same is deemed to have been settled and withdrawn during the operative period of this settlement.	Demand No. 16.	Other Loans The workmen and the union do not press for the demand and the same is deemed to have been settled and withdrawn during the operative period of this settlement.
		Demand No. 17.	Special Pays and Allowances The workmen and the union do not press for the demand and the same is deemed to have been settled and withdrawn during the operative period of this settlement.
		Demand No. 18.	Leave Travel Concession It is agreed by the parties that the existing practice of giving LTA or LTC shall continued without any change.
		Demand No. 19.	Work on Holidays The existing system of granting 10 days holiday casual leave will continue without any change.
		Demand No. 20.	Leave It is agreed by and between the parties the present practice shall be continued without any change.
		Demand No. 21.	Category of Employees Currently not Allowed Wages Paid to Regular Employees.

The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 22. Funeral Expenses
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 23. A. Medical Allowances
It is agreed by and between the parties the present practice shall be continued without any change

B. Insurance Coverage
It is agreed by and between the parties that all the workmen will be insured for Rs. 1 lakh for fatal accident while on duty or death arising out of accident while on duty. The insurance shall also extend cover for disability or incapacitation arising out of accident while on duty.

Demand No. 24. Educational Benefits/Allowances
It is agreed by and between the parties that the present practice shall be continued without any change.

Demand No. 25. Time-Bound Promotion.
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 26. Overtims
It is agreed by and between the parties that the present practice shall be continued without any change.

Demand No. 27. Training and Retraining Scheme
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 28. Differential Employment
It is expressly agreed by and between the parties that the existing system of paying Acting Allowance for differential employment will continue.

Demand No. 29. Welfare
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn

Demand No. 30. Special Incement
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 31. Canteens
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

Demand No. 32. (A) Miscellaneous
The union and the workmen do not press for the above demand and the same is deemed to have been settled and withdrawn.

(B) Monsoon Kit
It is expressed by and between the parties that the present system of paying Rs. 300/- per annual to each worker will continue.

(C) Weekly Off
It is expressly agreed by and between the parties that the existing system of staggering Weekly Off will continue.

Demand No. 33. Working Hours
It is agreed by and between the parties that the existing system of working shall be continued without any change.

Demand No. 34. General

1. It is further agreed that the Union and all the Workmen shall not file any cases during the currency of the settlement or thereafter and all the cases pending before Court of Law shall be withdrawn.

2. It is agreed by and between the parties that the Company will recover the union's Subscription payable by the permanent workers during the month of January every year and other dues as the case may be remit the same to the Union together with the list of the workman.

3. This settlement shall remain in force for a period of three years from 01-02-2007 to 31-03-2010 and thereafter till such time it is legally and validly terminated as per the provisions of the Industrial Disputes Act, 1947 and the rules framed thereunder.

4. If any difference arises in interpretation of any of the clauses of this settlement, such differences will be sorted out by mutual discussion between the Union and the Management.

5. It is agreed by and between the parties that only those permanent workers who are the members of The Transport and Dock Workers Union shall be entitled to get the benefits arising out of this settlement. If any permanent worker withdraws his membership from the Union, he forfeits his monetary benefits or otherwise right under this settlement with immediate effect.

6. It is agreed that the operative period of this settlement, the Union and the workmen will not raise any additional demands involving any fresh and/or additional financial burden on the Company either directly or indirectly.

7. The Union and the workmen agree that during the operative period of this settlement, they shall not resort to any direct action like stoppage of work, go-slow, strike etc. which will have any adverse effect on the working of the Company or which is detrimental to the interests of the Company or which is prejudicial to the Administration of the Company. Likewise, the Management will not resort to lock-out, closure, lay-off without following due process of law and/or indulge in unfair labour practice and/or harassment and victimization of the workmen.

8. It is further agreed that what is not specially altered or changed by this settlement shall continue to remain in force till the operative period of this settlement.

Mumbai dated this 16th day of April, 2007.

In the presence of workers

For and on behalf of **STC MOVERS PVT. LTD.**

B. V. Sheregar
Director.

For and on behalf of the workmen
(The Transport and Dock Workers Union)

MR. S. R. KULKARNI

MR. P. K. RAMAN
SECRETARY

MR. BOTE PATIL
O.S.D.

WITNESS

1. _____

नई दिल्ली, 23 अक्टूबर, 2007

का.आ. 3329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम का. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/13/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-30012/85/2001-आई आर (एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3329.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/13/2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Petroleum Corp. Ltd., and their workman, which was received by the Central Government on 23-10-2007.

[No. L-30012/85/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI.

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/13 of 2002

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF HINDUSTAN PETROLEUM
CORPORATION LTD.

The General Manager

Hindustan Petroleum Corporation Ltd.,
At Usar, Alibag, Roha Road,
Raigad-402 203 (MS).

AND

THEIR WORKMEN

Mr. Anthony Mathew
Room No. 2, Hotel Deepa
Opp. HPCL at Usar,
Raigad-402 203.
Maharashtra State.

APPEARANCES:

For the Employer : Mr. M. M. Verma,
Mr. B. D. Birajdar,
Mr. P. K. Ravendranathan,
Advocates

For the Workmen : No appearance

Date of passing of Award : 29th August, 2007

AWARD

The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-30012/85/2001-IR(M) dated 23rd January, 2001 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

"Whether the action of the management of M/s. HPCL in abruptly terminating the services of S/Shri Anthony Mathew, B. Babu Raj and Girish Nair and switching over the employees from their services to the contractors is legal and justified? If not, to what relief the workmen are entitled to?"

2. To support the subject matter involved in the Reference, 2nd Party filed Statement of Claim at Exhibit 8 which is replied by the 1st Party by filing Written Statement at Exhibit 9. Issues are framed at Exhibit 10 and matter was fixed for recording evidence.

(3) Roznama reveals that, the 2nd Party is not attending Court since long dates. marking his absensee Regerence is disposed off for want of prosecution. Hence, the order :

ORDER

Reference is rejected for want of prosecution.

Mumbai, 29th August, 2007 A. A. LAD, Presiding Officer

नई दिल्ली, 23 अक्टूबर, 2007

क्रा.आ. 3330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मास्टर मैरिन सर्विसेज प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/57/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-10-2007 को प्राप्त हुआ था।

[सं. एल-39012/3/2001-आई आर (एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 23rd October, 2007

S.O. 3330.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/57/2001) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Master Marine Services Pvt. Ltd., and their workmen, which was received by the Central Government on 23-10-2007.

[No. L-39012/3/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAL****PRESENT**

A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/57 OF 2001

Employers in relation to the Management of Master Marine Services Pvt. Ltd.

Executive Director
Master Marine Services Pvt. Ltd.
22/DSA Brelvi Road
Fort
Mumbai-400 021.

AND

THEIR WORKMEN

Shri Narayan P. Kahar
17/A, Abdul Aziz Chawl
Room No. 6, Naupada
Kurla (W)
Mumbai-400 070.

APPEARANCES:

For the Employers : Mr. G. R. Naik
Advocate
For the Workmen : Mr. Jaiprakash Sawant
Advocate.

Mumbai, dated the 7th September, 2007.

AWARD PART-II

Matrix of the facts as culled out from the reference are as under :—

1. The Government of India, Ministry of Labour, by its Order No. L-39012/3/2001 [IR(M)] dated 14-05-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Master Marine Services Ltd. in dismissing the services of Mr. Narayan P. Kahar, an ex-survey Clerk w.e.f. 27-06-2000 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. To substantiate the subject matter involved in the reference, Second party filed statement of claim at Exhibit-7 contending that, workman involved in the reference Shri Narayan P. Kahar was terminated without following due process of law. He was not permitted to report on duty w.e.f. 26th June 2000 without assigning any reason. The allegations were levelled against Kahar of misappropriation of Rs. 20,000/-. A criminal case of committing theft of Rs. 20,000/- was lodged against him. The case proceeded before Uran Court which acquitted Kahar holding not guilty of theft charge. Still workman Kahar was not permitted to report on duty which is nothing but retrenchment done without following due process of law. Retrenchment effect on workman Kahar is illegal. So it is prayed that, the workman be reinstated with benefit of backwages.

3. This claim of the second party is disputed by the first party by filing written statement at Ex-9 stating that, Kahar committed theft of cash of Rs. 20,000/-. He was prosecuted before the Uran Court, though he was acquitted. An amount of Rs. 20,000/- was recovered from him. Since amount of Rs. 20,000/- was recovered, first party did not find it necessary to proceed against him. It is denied that, he was terminated w.e.f. 27-06-2000. In fact he did not report on duty from 22-6-2000, since his arrest. As Kahar did not report on duty, after his arrest, and said amount of Rs. 20,000/- was recovered during investigations by the Police, first party did not feel proper to proceed to conduct domestic enquiry against Kahar and take any action. Besides it, it is stated that, first party lost confidence on Mr. Kahar, the employee involved in the reference and in this situation, he cannot claim reinstatement. So it is submitted that, reference be rejected.

4. In view of the above pleadings my learned Predecessor framed issues at Ex-11 and while passing part-I award, this tribunal observed decision taken by first party in dismissing second party workman was not legal and proper and directed employer i.e. first party to justify its action. As a result of that, management examined four witnesses to justify its action by filing affidavit of Nandakumar Rajaram Bane at Ex-39, of Ravindra Jaganath Koli Ex-40, of Naresh Narayan Kadu Ex-42 and of one Bhau

Gajanan Thakur at Ex-44 who were initially examined as witnesses by the First party. This time these witnesses unable to add any more and enlighten how much second party was responsible. These witnesses admit that, they do not know the facts of the alleged incident. Even they are unable to point out how much second party was concerned. Whereas workman examined himself at Ex-46 and has stated that, though there was name of Dipesh as co-accused, he alone was arrested. He tried to point out that, said Rs. 20,000 was recovered from the house of Dipesh and police relied on the statement of Dipesh who said that, said Rs. 20,000 was given by the second party. From this, it is clear that, Dipesh was co-accused from whose house Rs. 20,000 was recovered. It is also clear that, on the statement of Dipesh who was co-accused, second party was arrested. And moreover Uran Magistrate Court acquitted second party from case giving benefit of doubt. The evidence recorded by Magistrate of Naresh Kadu reveals that, at the instance of Ravindra Koli, Police arrested second party workman. Even it was accepted by the Police that, Kahar gave Rs. 20,000 to Ravindra Koli to keep in the house which was then stolen by him. It is matter of record that, Rs. 20,000 were recovered from the house of Dipesh and not from the house of second party workman. There was no evidence to show that, second party workman Kahar found with money and he was punished by the Criminal Court. On the contrary, prosecution case ended in acquittal and benefit of doubt was given to his workman who was only prosecuted though amount involved in the case found in the house of other person. So when there was no direct evidence and when Criminal Court acquitted second party workman, how he can be held responsible and how first party relied on it? Besides, it is matter of record that, no enquiry was conducted independently against second party. Charges were not levelled against second party by first party. No explanation was sought from second party. There was no evidence before first party to observe second party guilty of alleged theft. Just only on allegation and just he was arrested observing first party lost confidence, he was dismissed from the employment. Said decision was taken without following due process of law and without holding enquiry vis-a-vis without hearing second party workman.

5. The case laws referred by first party's advocate published in 1987 (54) FLR page 43, Citation published in 2002 (92) FLR page 474 (Bombay High Court) are on the different point where employer conclude, it lost confidence of its employee. In those cases also enquiry was not conducted as happened in this case workman involved was on different post which was rather of operational efficiency which was connecting with the business of the company. In the instant case, facts are different. Actually amount found with another person but this second party was prosecuted relying on the statement made by the person from whom amount was recovered. Infact person from whom amount was recovered become co-accused and law does not permit to rely on the evidence of co-accused. Another citation published in 1997 LAB I.C. page 3297 is on the point of punishment. Here definitely Rs. 20,000 which was allegedly stolen by second party was admittedly recovered.

Besides it was not recovered from second party's custody and recovered from third party who is not at all accused in criminal case. So definitely the punishment in that circumstance given to the second party is definitely disproportionate. Citation published in 2002 LAB I.C. page 2141 reveals that, if misconduct is proved then employer has right to dismiss the employee. But here admittedly there was no enquiry. And misconduct alleged against second party is not proved and when misconduct against second party is not proved, in my considered view, first party cannot terminate second party.

6. It is matter of record that, since the date of termination i.e. from 27-6-2000, second party is out of job. The charge was of theft which is not proved before any forum. Only there was charge of attempt to commit theft and in case of theft there is no such a charge of attempt to commit theft and there is no offence in theft to which no punishment is provided in I.P.C.

7. As stated above, charges are not proved against second party at any level, still he is out of job from 27-6-2000 which in my view is more than sufficient presuming that, he was concerned with that alleged incident. But definitely, permanent termination is not solution on it as happened in the case of second party. So I conclude that, punishment awarded of dismissal required to set aside with direction to first party to take second party in the employment on the post of Clerk without any backwages and hence the order :

ORDER

- (i) Reference is partly allowed.
- (ii) Dismissal effected on second party Shri Narayan Kahar is set aside directing first party to take him in the employment on his post within two months from this order.
- (iii) Prayer of second party to give backwages is rejected.
- (iv) In the circumstances, there is no order as to cost.

Date : 07-09-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत ओवरसीज बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 74/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12012/166/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3331.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2000)

of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Bharat Overseas Bank Ltd., and their workmen, received by the Central Government on 24-10-2007.

[No. L-12012/166/2000-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 16th August, 2007

Present : K. JAYARAMAN,
Presiding Officer

Industrial Disputes No. 74/2000

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Bharat Overseas Bank, Indian Overseas Bank and their workmen)

BETWEEN

N. Gopinathan : Petitioner
120/1, Vembuli Amman Koil Street
Madipakkam
Chennai-600091

Vs.

1. The Deputy General Manager : 1st Respondent
Bharat Overseas Bank Ltd.,
Habab Towers
No. 756, Anna Salai
Chennai-600002
2. Indian Overseas bank : 2nd Respondent
represented by its Chairman
Anna Salai
Chennai-600002

APPEARANCE:

For the Petitioner : M/s. Balan Haridas
R. Kamatchi Sundaresan

For the Management : M/s. T. S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/166/2000-IR(B-1) dated 20-09-2000 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

- (i) Whether the punishment of discharge imposed by Bharat Overseas Bank, Chennai on Shri N. Gopinathan is legal and justified. If not, what relief is the workman entitled to?

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 74 of 2000 and issued notices to both sides. Both parties are entered appearance through their Advocates and filed their claim statement and counter statement respectively.

3. The allegation in the claim statement are briefly as follows :

The Petitioner has raised the dispute questioning the punishment of discharge imposed by the Respondent Bank by its order dated 17-05-99. The Petitioner has joined the services of the Bank on 01-10-80 as a sub-staff. He was promoted as Clerk-cum-Cashier during the year 1989 and he had worked in several branches of the Respondent Bank and from Nov. 1990 he had been working in the Anna Nagar branch of the Respondent Bank as Clerk-cum-Cashier. While so, he was placed under suspension by the Respondent Bank and its order dated 25-02-1999 and a charge sheet was issued to him dated 08-03-1999. In that it is mentioned that while, the Branch Manager enquired on 25-02-1999 as to whether he had received any excess cash from one Mr. Prakash on 23-02-1999. He (The Petitioner/ Cashier) made a false statement that he has not received excess cash from him. Secondly while admitting later the receipt of excess amount of Rs. 88,850, he made a further false statement that this amount had been kept in cash cabin itself when as a matter of fact, he had carried the entire cash with him after changing the denominations. Thirdly, the Petitioner misappropriated a sum of Rs. 88,850 tendered by the said Mr. Prakash. Fourthly, he retained the said amount tendered by the said Mr. Prakash without informing the Manager, Accountants or any other Officer of the bank with the dishonest intention of misappropriating the said amount. No doubt, the Petitioner was working as a Cashier on 23-02-1999 in the absence of the regular Cashier, Mr. Sanjay. There was excess of cash of Rs. 88,850 and in order to close the account for the day, the Petitioner removed the excess cash in Rs. 500 denomination and the remaining cash he sent to Madras Main Branch and he has kept the excess cash with a strong belief that the person who had remitted would definitely come and claim it. On 25-02-1999, when he was called by the Manager, he informed the Manager that the cash remitted without challan was kept in the cash cabin itself and the excess cash was paid after filling up the challan duly. The customer was also happy about this. The Petitioner has not committed any mistake as alleged by the Respondent Bank. At the most, the Petitioner can be blamed for being negligent in not informing the Bank about the excess cash which had occurred on 23-02-1999. Only due to pressure of work and with an honest belief that the concerned party will approach him, the Petitioner had failed to inform about the excess cash to the Manager and he had no intention of misappropriation as alleged by the Respondent. For the charge sheet given to him, the Petitioner has given a detailed explanation denying the charges but on the day of enquiry, the Enquiry Officer told that if the Petitioner denies the charges, the enquiry may go on for some time and it would result in earning the displeasure of the management so he compelled the Petitioner to admit the charges so that major penalty could be avoided and job could be saved. Since the Enquiry Officer assured that only a minor penalty will be imposed on him, the Petitioner left with no option admitted the charges. After this, the Disciplinary Authority proposed the punishment of discharge and also asked the Petitioner to give his comments but he has not given any opportunity

to comment on the report of the enquiry of the Enquiry Officer before imposing the punishment of discharge. The Disciplinary Authority after having held a farce of personal hearing imposed the punishment of discharge from the Bank's service. The appeal to the appellate authority was also rejected summarily. Even the mercy petition an intention to save his job, the Petitioner admitted the charges under compulsion of the Enquiry Officer. Therefore, the so-called admission cannot be the basis for imposing the major punishment of discharge. Further, the comments of past record was first time mentioned in the order of punishment and the Petitioner was not given a hearing before considering past record of service. The Disciplinary Authority while imposing the punishment of discharge had taken into the consideration about the past record of the petitioner without giving an opportunity to the Petitioner. On this sole ground itself, the punishment is liable to be set aside as the same is in violation of principles of natural justice. Furthermore, even if there is an admission by an employee, there is a duty cast upon the management to lead independent evidence to establish the charges of this nature. The alleged charges are baseless. There was not even a complaint from the customer about the incident. On any ground, the punishment imposed for the alleged charges are grossly disproportionate and this Tribunal has every right to interfere under Section 11(A) of the Industrial Disputes Act with regard to quantum of punishment and hence for all these reasons, the Petitioner prays that an award may be passed to reinstate him in service with full backwages, continuity of service and other consequential benefits.

4. The 2nd Respondent was impleaded on the ground as the 2nd Respondent has taken over the 1st Respondent Bank and therefore the 2nd Respondent was impleaded as necessary party for the above dispute.

The 1st Respondent in its counter statement alleged:

That the Respondent is a banking company registered under the Companies Act. The Respondent Bank is maintaining a Book of Instructions listing out the duties and responsibilities of the staff and officers and the manner in which they should carry out their work. In that, it is clearly mentioned in Clause-17 that any excess cash balance must be unclaimed for more than six months will be transferred to unclaimed balance of the Head Office and it is clearly stated that no staff can retain any excess cash unaccounted or with himself. The Respondent Bank and its constituents reposed absolute confidence in the trustworthiness of the employees and it expects every employee to possess a high degree of integrity in the sense that while in discharge of his duties even when an opportunity comes in the way for the employee to appropriate any money which does not belong to him, he should have honesty of returning the money to its rightful owner. While so even in the year 1998, the Petitioner was working as a Cashier in the Adambakkam Extension Counter, there was an incident which he has admitted when he has taken away the money and was imposed the punishment of stoppage of two increments for such incident. Again in November 1998, the Petitioner was

transferred to Anna Nagar branch. On 20-02-1999 when the regular Cashier of Anna Nagar branch went on sick leave and the Petitioner was asked to attend the Cash Counter. While so, one of the customer of the Bank, Mr. Prakash, Partner of one M/s Jayam & Co. handed over a cash bag containing a Challan Book and also cash collections for Sunday & Monday as per usual practice. Later, the Petitioner had returned the empty cash bag alongwith the Challan Book. The said bag handed over to the Petitioner contained Rs. 1,64,500 being the cash collections of the shop on 21-02-1999 and an amount of Rs. 88,850 being the collection on 22-02-1999. But the Accountant of the concerned customer prepared only a challan of Rs. 1,64,500 and omitted to prepare a challan for Rs. 88,850 on 24-02-1999. When Mr. Prakash came to the branch and enquired about the excess cash at 07000 PM he was asked to come on the next day. The Petitioner who was acting as a Cashier on 23-02-1999 was asked about the excess cash. The Petitioner replied that he had not received any excess cash on that day. Subsequently, he admitted that he received the excess cash on 23-02-1999 and he further stated that he kept the cash in the cash cabin itself. But it became evident that the petitioner took out all the cash from the cash bag on 23-02-1999 and he was aware that a sum of Mr. Prakash of Jayam & Co. When he returned the cash bag to the customer, he did not bring to the notice of the customer or the Branch Manager that a sum of Rs. 88,850 was also in the bag which was not supported by any challan. In order to carry it to home, he had changed the currency denominations for his convenience, he neither credited it in the Sundry Creditors' Account nor did he inform the Branch Manager or any other staff about the excess cash. Therefore, the Respondent Bank issued a charge sheet alleging that the misconduct was under Clause 19.5(j) of Bipartite Settlement. The Petitioner before the Enquiry Officer has admitted 4 charges framed against him and prays for a lenient view. Based on his admission, the Enquiry Officer gave his report on 16-04-1999 holding that the charges against the Petitioner are proved. Even before the Disciplinary Authority when he was asked to appear for personal hearing, the Petitioner has pleaded only for lenience. After following the procedures, the Disciplinary Authority has imposed a punishment of discharge from service on 17-05-1999. Therefore, the Respondent prays the order of discharge should not be interfered with for all any of the reasons urged by the Petitioner in the Claim Statement. Since the Petitioner was admittedly aware of excess cash of Rs. 88,850 at the closing of bank on 23-02-1999, the Petitioner ought to have reported the excess cash to the Manager and must have brought it into the Sundry Creditors's Account. By not doing so, it became apparent that he wanted to appropriate the cash for himself. It is false to allege that the Petitioner was forced by the Enquiry Officer to admit the charges. It was also denied that an assurance was made that if he admits his guilt he will be awarded a minor penalty. In the enquiry, the Petitioner was given several opportunity to put forth his case before the final order or punishment. At no point of time before filing the Claim Statement, the Petitioner complained that he was compelled to admit the charges so he admitted the charges

based on any assurance of minor punishment. It is not necessary that the charge-sheeted employee should be given an opportunity to make his submission on the past conduct. Since the Petitioner has admitted his guilt, it is not necessary to lead evidence on the merits of the charges. It cannot be said that the punishment imposed upon the Petitioner is harsh and excessive having regard to the nature of charges proved against him. The charges proved against the Petitioner reflected lack of integrity on the part of the Petitioner and the Respondent could not repose confidence in him. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. The 2nd Respondent after he was impleaded in the dispute has submitted that as per terms of transfer of undertaking, the first Respondent was to furnish to the 2nd Respondent, a list of its employees on its rolls and the 2nd Respondent will make an offer of employment indicating its terms and conditions of employment and those employees in the list. In other words, the obligation of the 2nd Respondent to absorb in its service any employee of the 1st Respondent was he should be one of those found in the list furnished by the 1st Respondent. The Petitioner was not found in the list furnished by the 1st Respondent. The 2nd Respondent is not answerable to other claims. Further, the 2nd Respondent has not taken over the liability for the claims of the Petitioner against the 1st Respondent. Hence it prays to reject the claim against him.

The Points for determination are:

- (i) Whether the punishment of discharge imposed by the First Respondent Bank against the Petitioner is legal and justified.
- (ii) To what relief is the workman entitled?

6. At the first instance, in this dispute, the Petitioner was examined himself a WW1 and the Respondent also examined one Sri S. Gunasekar, a Scale III Officer in the bank and marked Ex. M1 to M16. This Tribunal has considered the petitioner's preliminary objection upon viz. whether the domestic enquiry conducted by the First Respondent Bank is in accordance with principle of natural justice. The learned counsel of the petitioner contended that the domestic enquiry conducted by the First Respondent Bank against the Petitioner is against the principles and gross violation of natural justice and insisted to set aside the enquiry and he further argued that the petitioner has not given an opportunity to let his evidence in respect of his pleadings. As against this, the Respondent Bank preferred a Writ Petition before the Hon'ble High Court and the Hon'ble High Court has remanded the matter to proceed further and to pass appropriate orders expeditiously. Again the Respondent bank filed a petition for clarification in which this Tribunal has passed an order stating that the evidence must be let in before this Tribunal. Again the Respondent bank has preferred an appeal before the High Court in Writ Petition 29165 of 2004 in which Hon'ble High Court remanded the matter to this Tribunal only for the purpose of providing an opportunity to the Management as well as to the 2nd Respondent only in the context of the past record of service and as to how the past records of service as well as the nature of the proved

charges would justify the order of discharge passed by the Management. After that, both sides have not let any evidence but marked documents M 21 to M 24 viz. notification of Government of India dated 12-03-2007. As M. 21 and a copy of the letter from the 1st Respondent Bank to 2nd Respondent Bank dated 22-03-2007. As M. 22 and a copy of the letter from 1st Respondent Bank to its employees. As M. 23 and the copy of the letter to the 2nd Respondent Bank to the employees of 1st Respondent Bank. As M. 24 viz. a forwarding letter and argued the matter.

7. Now the point for determination is :

Point No. 1

"Whether the punishment of discharge imposed by the First Respondent Bank against the Petitioner is legal and justified".

After the matter was remanded second time by the Hon'ble High Court, the learned Counsel of the Petitioner has stated that punishment imposed for the alleged charges is excessive and grossly disproportionate to the charges framed against him and he has also argued that this is a fit case in which interference under Section 11 (A) is necessary with regard to quantum of punishment. The learned Counsel of the Petitioner further contended that the petitioner has admitted all the charges framed against him. It is only one charge viz. whether he has misappropriated the amount of Rs. 88,850 and whether he had an intention to misappropriate this amount. On the other hand, it is clear from the evidence before the domestic enquiry that this excess amount of Rs. 88,850 was with the petitioner cabin and it was not taken away by the Petitioner. It will clinchingly prove that the petitioner has no intention to misappropriate this amount for himself. On the other hand, he kept this amount separately on the fond hope to handover the said amount to the person to whom it belonged. At the most the petitioner can be blamed for being negligent in not informing the bank about the excess cash which he had received on 23-02-1999 but for this minor misconduct such a major punishment is definitely excessive and only due to work pressure and with an honest belief that the concerned party will approach him claiming the amount, the petitioner has failed to inform about the excess cash to the higher officials and he had no intention to misappropriate as alleged amount. On the other hand, when M/s. Jayam & Co. had claimed this excessive amount on 25-02-1999, the petitioner had immediately gave the cash which he had kept in the cabin separately. Further, the fact that he had no intention to misappropriate the said amount for himself, will clearly establish from the circumstances that he has he given the cash immediately when it was asked by the Manager. Therefore at no stretch of imagination, it can be said that the petitioner has misappropriated the amount of Rs. 88,850 for himself. No doubt, the petitioner has admitted the charges framed against him at that time when the Enquiry Officer asked the petitioner. But on that ground, it cannot be said that his admission is voluntarily and therefore for simple mistake, the petitioner should not be imposed a major punishment of order of discharge which affects his life and limb. On the date of enquiry, the Enquiry

Officer told that if the Petitioner denies the charges, the enquiry may go on for some time and it would result in displeasure of management and so he compelled the Petitioner to sign in the proceedings recorded by him. Left with no option, the Petitioner had to succumb to the pressure tactics adopted by the Enquiry Officer and signed in the proceedings recorded by the Enquiry Officer and even before the Disciplinary Authority, he has made his submission that a lenient view may be taken against him and therefore he prayed this Tribunal may interfere in the quantum of punishment under Section 11 (A) of Industrial Disputes Act and impose a lesser punishment.

8. But as against this, the Learned Counsel of the Respondent contended that at no point of time before the filing of Claim Statement for this dispute, the Petitioner complained that he was compelled to admit the charges or he admitted the charges based on any assurance of minor punishment. Therefore, having admitted the charges and stood by the admission for a long time, it is not permissible for the Petitioner to urge that the admission was not voluntary or genuine. When the Petitioner (the charge sheeted employee) has admitted his guilt in the enquiry, it is not necessary to lead evidence on the merits of the charges. In this case, every opportunity was given to the Petitioner to defend his case. The charge itself is that he has misappropriated the amount belongs to M/s. Jayam & Co. and he has not accounted for the same in the Sundry Creditors Account nor he has informed the matter of existing cash to the higher officials. The Petitioner has admitted all the charges framed against him and he has not established before this Tribunal that the admission was not made voluntarily but on the other hand by influence or by compulsion before the Enquiry Officer. Under such circumstances, it cannot be said that misappropriation has not been proved before the domestic enquiry. No doubt, the petitioner has not informed the excess cash found in his cabin on 23-02-1999, he has kept this amount for himself for nearly 2 days which the customer. Under such circumstances, it cannot be said that the punishment imposed against the Petitioner is harsh or excessive having regard to the nature of the charges proved in this case. The Learned counsel of the Respondent further contended that the charges framed against the Petitioner reflected lack of integrity on the part of Petitioner and the Respondent Bank could not repose confidence in him. Even before the Disciplinary Authority, the petitioner has not complained anything about the proceedings of the Enquiry Officer nor he complained about the alleged compulsion of the Enquiry Officer but again admitted the charges. On the other hand, he pleaded for leniency. Under such circumstances, the order of discharge should not be interfered with for all or any of the reasons alleged by the petitioner. Even in the book of instructions, Para -17, it is clearly mentioned that any excess in cash balance must be credited to Sundry Creditors account, and every half year in September and March, the items which have been lying unaccounted for more than 6 months will be transferred to unclaimed balance of the Head Office. It is clearly stated that no staff of the bank can retain any excess cash, unaccounted or with himself and any violation of these instructions would

amount to the concerned staff having appropriated the money for his own use/gain. The Learned Counsel of the Respondent further contended that the Respondent Bank and its constituents reposed absolute confidence in the trustworthiness of the employees and it expects every employee to possess a high degree of integrity in the sense that while in the discharge of his duties even when an opportunity comes in the way for the employee to appropriate any money which does not belong to him, he should have the honesty of returning the money to its rightful owner or crediting to the bank account. In other words, even the propensity to be dishonest under any circumstances would shatter the confidence reposed in the employees. The misconduct found and proved against the Petitioner for which he was ultimately discharged should be viewed in this background and he further argued since the charges framed against the Petitioner is very serious in nature, the punishment of discharge was imposed on him and this in the contention of the Learned Counsel of the Respondent. In this case, the petitioner has clearly admitted the guilt of misappropriation and he prays only for a lenient punishment but on the other hand since the misappropriation is a very serious offence, I find the imposition of punishment of discharge as not excessive or harsh in the nature of things shown before me. Hence, I find this point against the Petitioner.

9. Again the Learned Counsel of the 2nd Respondent further contended that the obligation of the 2nd Respondent to absorb in its service any employee of the 1st Respondent was that he should one of those found in the list furnished by the 1st Respondent for whom an offer is made by the 2nd Respondent and has been accepted by the concerned employee and he further contended that the Petitioner is not one found in the list of names furnished by the 2nd Respondent and is not liable to meet the claim by the Petitioner in this dispute. As against this, the Petitioner contended that since the 2nd Respondent has taken over the 1st Respondent Bank, he should also liable for the liability of the 1st Respondent but in view of my findings that the punishment of charges imposed by the 1st Respondent Bank against the Petitioner is legal and justified and I am not inclined to look into the matter whether the 2nd Respondent Bank is liable for the claim by the Petitioner or not.

Point No.2

The next point to be decided in this case is :

"To what relief the petitioner is entitled"

In view of foregoing findings, the action taken by the Respondent Bank is legal and justified, I find the Petitioner is not entitled to any relief much less the relief of reinstatement.

14. Thus the reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th August, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri N. Gopinathan
 For the II Party/Management : MW1 Sri M.S. Gunasekar

Documents Marked :**From the Petitioner's side**

Ex.No.	Date	Description
	Nil	

From the Management side :

Ex. No.	Date	Description
Ex. M1	25-02-1999	Suspension order issued to N. Gopinath
Ex. M2	08-03-1999	Charge Sheet issued to N. Gopinath
Ex. M3	19-03-1999	Reply to charge by workman
Ex. M4	08-03-1999	Notice of enquiry
Ex. M5	15-04-1999	Proceedings of enquiry
Ex. M6	16-04-1999	Report of enquiry
Ex. M7	21-04-1999	Notice of personal hearing passed by Disciplinary Authority
Ex. M8	04-05-1999	Proceedings of personal hearing
Ex. M9	17-05-1999	Final order passed by Disciplinary Authority
Ex. M10	22-05-1999	Letter by N. Gopinath to Appellate Authority
Ex. M11	17-06-1999	Letter of personal hearing before Appellate Authority
Ex. M12	25-06-1999	Proceedings of personal hearing
Ex. M13	16-06-1999	Letter from N. Gopinath to Appellate Authority
Ex. M14	03-07-1999	Order of Appellate Authority declining to interfere with final order.
Ex. M15	30-08-1999	Workman's letter to the Chairman
Ex. M16	03-09-1999	Reply to letter dated 30-08-1999
Ex. M17	11-11-1998	Charge Sheet issued to the concerned workman
Ex. M18	28-11-1998	Letter by concerned workman to Disciplinary Authority
Ex. M19	17-12-1998	Punishment order passed by Disciplinary Authority
Ex. M20	10-01-2000	Letter by I Party to Assistant Commissioner of Labour (Central)
Ex. M21	12-03-2007	Notification of Government of India
Ex. M22	22-03-2007	Letter from Bharat Overseas Bank to Indian Overseas Bank
Ex. M23	22-03-2007	Letter from Bharat Overseas Bank to its employees.
Ex. M24	22-03-2007	Letter from Indian Overseas Bank to an employee of Bharat Overseas Bank—Offer Letter.

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई सी आई सी आई बैंक लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 85/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2003 को प्राप्त हुआ था।

[सं. एल-12011/67/2002-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the management of ICICI Bank Ltd., and their workmen, which was received by the Central Government on 24-10-2007.

[No. L-12011/67/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 CHENNAI**

Tuesday, Dated the 12th June, 2007

PRESENT:

K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 85/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of ICICI Bank Ltd., Corporate Office, Chennai and their Workmen]

BETWEEN

The General Secretary
 All Bank Appraisers'
 Federation (Tamilnadu)
 Affiliated to CITU
 (Regn. No. 2863/01 CNF)
 No. 1, Kattiyakkaran Street
 Cuddalore-607 002

...Petitioner

AND

The Management
 ICICI Bank Ltd.
 Corporate Office, Chennai Unit
 Karumuthunilayam New No. 197(708)
 Annasalai
 Chennai-600 002

...Respondent

APPEARANCE :

For the Petitioner : N. Subramanian &
 R. Rengaramanujam,
 Advocate

For the Management : M/s. S. Ramasubramaniam
 & Associates.

AWARD

The Central Government, Ministry of Labour *vide* Order No. L-12011/67/2002 IR(B-I) dated 13-05-2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the demand of the All Indian Bank Appraisers Federation, Tamilnadu to regularize the services of Jewel Appraisers (as per Annexure) by ICICI Bank Ltd., Chennai is justified? If so, what relief the workman are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 85/2003 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows :

The Petitioner Federation espouses the cause of 25 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are regular workmen, have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979 directing the management to regularize

their service which was also upheld by the Supreme Court. The Petitioner Federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner Federation prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/Bank listed in the Appendix.

4. As against this, the Respondent in his Counter Statement contended that this dispute is not maintainable as no employer and employee relationship existed between the Respondent and the persons mentioned in the Appendix. The Petitioner has no locus standi to raise this dispute as most of the persons mentioned in the Appendix are no longer continuing as Appraisers with the Respondent/Bank. Out of the above 25, one Mr. S.T. Lakshmanan and Mr. P.R. Rathnam are expired. There is no such person called “C. Lakshmanan” in the Kottaiyur branch. One Mr. Subbaiah Pattar is aged about 75 years and stopped offering his services to bank due to his old age. The respondent questions- the ID raised by the Federation in the representative character, its competence, its authenticity and authority to raise the dispute on behalf of the persons is doubtful. After the Bank of Madura merged with the Respondent/Bank in the year 2001, it used to advance loans against buildings, second hand machinery, vehicles etc. and in that process, they utilized the services of the Professional Valuers/Appraisers to value such items as and when required. As part of lending activities, it had been extending loans against pledge of jewels and old ornaments as well. To value the same, the Bank has been taking the help of Appraisers, on contract basis. The function of Jewel Appraisers is in no way different from the functions of the Professional Valuers/Appraisers. All these Appraisers are self-employed and they either work from their home or from their own establishments/personal office. The Jewel Appraisers do not draw any salary from the bank for the assistance rendered. On the other hand, they received commission. The help of these Gold Appraisers are not required on all the days of the month, their work is intermittent in nature, hardly 2 days a week. There is nobody in the bank who can supervise or reject their appraisal. Further, the disbursement of jewel loan has never been a predominant activities of the bank as alleged by the Petitioner. The business scenario and organizational set up of the ICICI bank has been changed subsequent to the merger of Bank of Madura and the branches falling under “Rural Micro Banking Group” are only dealing with jewel loan. The branches involved in this dispute such as Tirunelveli, Kayalpatnam, Annamalai Nagar, Aathikulam and Ponamaravathi have been converted into “Retail Channel Liabilities Group (RCLG)”. Further, the branches such as Hoyapettah, Tambaram, Chennai, Anna Nagar, Hosur and Cuddalore were also converted as RCLG. Consequent of which these branches could not deal with jewel loan activities and have stopped the jewel loan process. Hence the need of engagement of the services of

Jewel Appraisers do not arise. The following individuals viz. Udayakumar, Subbaiah Pattar Sevarkodiyon, Ramaiah, AR. Latchumanan, C. Karunamurthy stopped on their own and were not making their services available to the bank for quite some time. Now the bank is contractually engaging the services of Jewel Appraisers only in Karaiyur, Thidivanam, Sholavandan, Edapadi, Malappavur branches depending upon the requirement. In other words, out of 24 branches involved in the present dispute only 5 branches are in the system of Jewel Loan Appraisal. The work of Gold Appraisers is not perennial in nature. They do not have any prescribed working hours/fixed time to come for work. Therefore, the Industrial Dispute Act nor the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 are not applicable to them. It is false to allege that Jewel Appraisers are doing clerical work in the respondent bank. They are not liable to transfer. By no stretch of imagination they be termed as workmen under the definition of 2(s) of Industrial Disputes Act. The matter of Indian Bank judgment is applicable only to the particular facts and circumstances of the case. Therefore, the question of regularization of these individuals would not arise. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner Federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the Federation. It is not true to say that the employment jewel appraiser is only a contract for serve and not contract of service. The Respondent/Bank supervised and controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraisers in this dispute. Hence, for all these reasons, the Petitioner Federation prays for an award in their favour.

6. In these circumstances, the points for my determination are:

- (i) "Whether the demand of the Petitioner Federation to regularize the services of concerned jewel appraisers in the Respondent/Bank is justified?"
- (ii) "To what relief the concerned jewel appraisers are entitled?"

Point No. 1:—

7. The crucial point to be decided in this case is 'whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner Federation or whether the jewel appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner, one Murali was examined as WW1, the General Secretary of the Petitioner Federation was examined as WW2 and one P. Kalai Selvam was examined as WW3. On the side of the petitioner, Ex. W1 namely the copy of engagement given to Sri Murali. Ex. W2 namely the copy of the application for jewel loan and Ex. W3 namely the copy of agreement between the Bank of Madura and Sri P. Kalai Selvam are marked. On the side of the respondent, its Chief Manager of respondent bank, one Sri S. Somasundaram was examined as MW1 and on the side of the respondent, Ex. M1 namely the jewel loan lodgment release register of Hosur.

9. On behalf of the Petitioner Federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraisers are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also by the Supreme Court and, therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to-five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique, and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner Federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an *iota* of evidence to establish this fact before this Tribunal. On the other hand, MW 1 has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner Union that disciplinary control was with the Branch Manager, it is not established by the Petitioner Federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled, before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some-what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which

was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner Federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise and disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the *ratio dissidenti* in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgment of Division Bench, which affirmed

the Tribunal's judgment. Relying on the aforesaid decision, learned counsel for the Respondent argued that this decision is applicable to the facts of this case. He argued that it is clearly established that there is no bar to carry on his own business or occupation and there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workman under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and unto the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner federation does not have the representative capacity to represent the cause of workers employed in Respondent establishment Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limini. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLJ 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U.P. & ORS 1964 II LLJ 164 MURUGALLI ESTATE, Vs.

INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLJ 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 I LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled ?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief. No costs.

18. Thus, the reference is answered accordingly. (Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:-

For the I Party/Petitioner : WW1 Sri R. Murali
WW2 Sri K. Vijayarangan
WW3 Sri P. Kalaiselvan
For the II Party/Mgmt. : MW1 Sri S. Somasundaram

Documents Marked :-

Ex. No.	Date	Description
W1	27-11-2000	Engagement
W2	Nil	Jewel Loan Document and D-1 Credit-Debit J. L. Card
W3	18-11-1998	Appointment

For the II Party/Management:-

Ex. No.	Date	Description
M1	06-04-1994	Jewel Loan Lodgement Release Register

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वल्लार ग्रामा बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 93/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/28/2002-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24 th October, 2007

S.O. 3333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2003) of Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the management of Vallalar Grama Bank Ltd., and their workmen, received by the Central Government on 24-10-2007.

[No. L-12011/28/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 12th June, 2007

PRESENT : K. Jayaraman, Presiding Officer

Industrial Dispute No. 93/2003

[In the matter of dispute for adjudication under clause (d) of sub-section (I) and sub-section 2(A) of Section 10 the Industrial Disputes Act, 1947(14 of 1947) between the Management of Vallalar Grama Bank Ltd., Head Office, Cuddalore and their workmen]

BETWEEN

The General Secretary
All Bank Appraisers' Federation
(Tamilnadu) Affiliated to CITU
(Regn. No. 2863/01 CNI)
No. I, Kattiyakkaran Street,
Cuddalore-607 002 : Petitioner

AND

The Management,
Vallalar Grama Bank Ltd.
Head Office - Thirupathiripuliyur,
Cuddalore-607 002 : Respondent

APPEARANCE

For the Petitioner : Union Representative
For the Management : M/s. King & Partridge

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/28/2002-IR(B-I) dated 20-05-2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :—

“Whether the demand of the All India Bank Appraisers Federation, Tamilnadu to regularize the services of Jewel Appraisers (as per Annexure) by Vallalar Grama Bank Ltd. Cuddalore is justified? If so, what relief the workmen are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 93/2003 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows:

The Petitioner federation espouses the cause of 12 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are a regular workmen, have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979 directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federation prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/bank listed in the Appendix.

4. The Respondent Bank was established on 19-06-1986 under the Regional Rural Bank Act, 1976 and it has been sponsored by the Indian Bank to cater to the

needs of the public in Cuddalore and Villipuram districts. The Respondent/Bank has got only 52 unionized employees comprising of 28 clerks and 24 peons and other than these employees, the Bank does not have any other unionized employees working in their fold. The lending of jewel loan constitutes a small portion of the total lending of the Respondent/Bank. The respondent bank empanelled goldsmiths for a limited purpose of ascertaining the weight, quantity, purity and market value, of the security. Two or three goldsmiths are in the panel of the branch. A prospective customer intending to raise Loans by pledging gets jewels obtains a certificate from any of the goldsmiths in the panel. The charges payable for the professional certificate is paid by the customer directly to the concerned goldsmiths just like engineers and advocates. These goldsmiths in the panel render independent professional opinion on the jewel proposed to be pledged by the Customer with Bank. The goldsmiths are not doing any clerical work and the bank utilizes their professional services for limited purpose and there is no fixed time to render their services. The respondent bank does not have administrative control over them and for the services rendered by the goldsmiths. The allegation that the goldsmiths are doing their work for 20 years is without any basis. They are not workman and therefore the question of continuous service does not arise at all. There is no employer-employee relationship existing between the panel of Appraiser and the bank. The Indian Bank case stands in a different footing and they cannot be quoted with the present system of panel Appraisers of the respondent bank. Hence for all these reasons, the Respondent prays this Tribunal that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment jewel appraiser is only a contract for serve and not contract of service. The Respondent/Bank supervised and controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraisers in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are:—

- (i) "Whether the demand of the Petitioner federation to regularize the services of concerned jewel appraisers in the Respondent/Bank is justified"
- (ii) "To what relief the concerned jewel appraisers are entitled?"

Point No.1 :

7. The crucial point to be decided in this case is 'whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by

the Petitioner federation or whether the jewel appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the concerned jewel appraisers namely Sri G. Subramani, Sri T. Saravanan and Sri T. Raja were examined as WW1 & WW3. On behalf of the petitioner, the copy of jewel loan register page and copy of the jewel loan application and copy of jewel loan demand notice were marked as Ex.W1 to W3 and the copy of order of approval for the inclusion of the name of Sri T. Saravanan was marked as Ex.W4. The copy of the circular dated 13-06-2003 of the respondent bank was marked as Ex.W5 and the copy of the jewel loan documents were marked as Ex.W6 series. On the side of the respondent one Sri D. Balasubramanian was examined as MW1 but not documents was marked on the side of the respondent.

9. On behalf of the Petitioner federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel 'value etc. done by the jewel appraisers are subject to verification or, supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees. on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and

also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique, and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MWI has clearly stated that there were no fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the

amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 General Manager, Indian Overseas Bank Vs. Workmen, All India Overseas Bank Employees Union, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise and disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissident in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between 'the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed the Tribunal's judgement. Relying on the aforesaid decision, learned counsel for the

Respondent argued that this decision is applicable to the facts of this case and he also argued that it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that there is no age limit for their retirement. There is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workmen under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner federation does not have representative capacity to represent the cause of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limini. Learned counsel for

the Respondent further relied on the rulings reported in 1957 ILLP I NEWSPAPERS LTD. Vs. Industrial Tribunal, U.P. & Ors. 1964 ILLJ 164 Murugalli Estate, Vs. Industrial Tribunal, MADRAS 1965 ILLP 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 ILLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 ILLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief, No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the PA., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007).

K. JAYARAMAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner: WW1 Sri G. Subramani
WW2 Sri T. Saravanan
WW3 Sri T. Raja

For the II Party/Mgmt. : MW1 Sri D.
Balasubramanian

Documents Marked :

Ex. No.	Date	Description
W1	23-05-1995	Jewel Loan Register
W2	11-11-2002	Jewel Loan Application
W3	15-09-2004	Jewel Loan Credit Card (Identification)
W4	04-06-1991	Appointment Order
W5	13-06-2003	Circular No. DEV-28/2003-04
W6	(18-02-2004 17-02-2004)	Jewel Loan Document

For the II Party/Management:

Ex. No.	Date	Description
—Nil—		

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ इंडियन बैंक लि. के प्रबंधन के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 86/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/77/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai, as shown in the Annexure, in the industrial dispute between the management of South Indian Bank Ltd., and their workmen, received by the Central Government on 24-10-2007.

[No. L-12011/77/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 12th June, 2007

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 86/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of The South Indian Bank Ltd., Head Office, Kerala and their workmen]

BETWEEN

The General Secretary :Petitioner
All Bank Appraisers' Federation
(Tamilnadu)
Affiliated to CITU
(Regn. No. 2863/01 CNI)
No. 1, Kattiyakkaran Street,
Cuddalore-607002

AND

The Management, :Respondent
The South Indian Bank Ltd.,
Head Office, Post Box No. 28,
T.B. Road, Mission Quarters,
Trichur, Kerala

Appearance:

For the Petitioner : Union Representative
For the Management : M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/77/2002-IR(B-I) dated 13-5-2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:—

“Whether the demand of the All India Bank Appraisers Federation, Tamilnadu to regularize the services of Jewel Appraisers (as per Annexure) by The South Indian Bank Ltd., Trichur, Kerala is justified? If so, what relief the workmen are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 86/2003 and issued notices to both, sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows:

The Petitioner federation espouses the cause of 3 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank, is lending loans to agriculturists and other consumer loans on pledge of jewels.

It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are a regular workmen, have a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award in I. D. No. 25/1979 directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federation prays this Tribunal to pass an award to regularize the services of

Jewel Appraisers in the Respondent/bank listed in the Appendix.

4. The Respondent alleged in his Counter statement that the Petition is not maintainable before this Tribunal since substantial Section of workmen have not espoused the cause of Jewel Appraisers nor authorized the federation to raise an Industrial Dispute on their behalf. The proof of its authority and competence to raise the dispute on behalf of the Jewel Appraisers is doubtful. The Respondent/Bank advances money to its constituents, one type of loan granted to the constituent is called Gold Loan Scheme which is a loan sanctioned against the deposit of Gold Jewels. The Bank Managers of the respondent are not professional goldsmiths. They are made to acquaint themselves with the manner of assessing the purity of the gold. The Branch is authorized to sanction of loan on the assessment of gold value by the Branch Manager. They are also empowered to seek the assistance of traditional goldsmiths who are experts in assessing the purity and market value of the gold. Whenever the assistance of expert is sought the borrower is required to meet his charges. In the Respondent Bank, the Gold Loan Scheme did not revoke adequate response. By a revised scheme, the limit for Gold Loan for Appraisal by the branch alone was revised to Rs. 20,000 and only in the case of loan exceeding Rs. 20,000, an appraisal shall be made by the Branch Manager and the Appraiser. The manner in which the services of the professional gold appraisal are made use of by the branches of the Respondent Bank are different from those prevailing in other banks. The selection of the Gold Appraiser is left to the discretion of the concerned Branch Manager. There is no permanent employment of Gold Appraiser. There is no written agreement between the Bank and the professional gold appraisers. The Gold Appraiser is not necessary to make any deposit by way of any Security Deposit. In the case of Jewel Loan, appraisal by professional appraiser is waived. There is no restriction for Jewel Appraisers to carry on any other occupation. The Jewel Appraiser is not required to visit the branch nor required to stay in the branch for any fixed duration. The charges for his work are paid by the borrower. No control or supervision is made by the bank officials. Therefore, they cannot be called a regular staff of the branch nor can they claim absorption in the services of the bank. Out of the three Jewel Appraisers, Mr. A. Subramanian has not been offering his services for Appraisal for the last one year. The services of Shri G.R. Vetrivel is utilized by Corporation Bank also. The Jewel Appraisers are independent contractors. There is no scope of absorbing them in the services of the Respondent/Bank. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment jewel appraiser is only a contract for serve and not contract of service. The Respondent Bank supervised and controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by

Respondent Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraiser in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are :—

- (i) Whether the demand of the Petitioner federation to regularize the services of concerned jewel appraisers in the Respondent/Bank is justified?"
- (ii) To what relief the concerned jewel appraisers are entitled?"

Point No. 1 :—

7. The crucial point to be decided in this case is whether the jewel appraisers employed in the Respondent Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the jewel appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the General Secretary of Petitioner federation Mr. K. Vijayarangan was examined as WW2 and one Sri N. Thiagarajan was examined as WW1 and on the side of the petitioner no documents is marked but Ex. M1 namely the signature in an affidavit is marked on the side of the respondent. WW1 in his evidence has admitted that he is also making jewels privately and earning money. From the evidence it is clear that he is not for regularization but only for raising the commission amount.

9. On behalf of the Petitioner federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by, the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as

the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique, and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MWI has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this

case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar, to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissidenti in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature

of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but, for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed the Tribunal's judgement. Relying on the aforesaid decision, learned counsel for the Respondent argued that this decision is squarely applicable to the facts of this case and he also argued that one of the concerned jewel appraisers has admitted that he is doing jewel making business and is earning money. Thus, it is clearly established that there is no bar to carry on his own business or occupation and there is no age limit for their retirement. Thus, there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workman under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only, profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner federation does not have the representative capacity to represent the cause of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or

competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limini. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLJ 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U.P. & ORS 1964 II LLJ 164 MURUGALLI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLJ 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 II LLJ 349, 2004 10 SCC 460 and 2006 AIR SEW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner Federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief. No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri Thiagarajan
WW2 Sri Vijayarangan

For the II Party/Mgmt. : Nil

Documents Marked :—

Ex. No.	Date	Description
		Nil

For the II Party/Management :—

EX. No.	Date	Description
MI	27-4-2004	Affidavit submitted by Sri N. Thiagarajan

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यामान ग्रामा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 92/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/70/2002-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2003) of Central Government Industrial Tribunal-cum-Labour Court, Chennai, as shown in the Annexure in the industrial dispute between the management of Adhiyaman Grama Bank and their workman, received by the Central Government on 24-10-2007.

[No. L-12011/70/2002-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 12th June, 2007

Present : K. Jayaraman, Presiding Officer

Industrial Dispute No. 92/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947); between the Management of Adhiyaman Grama Bank, Dharmapuri and their workmen]

BETWEEN

The General Secretary :Petitioner/
All Bank Appraisers' Federation I Party
(Tamilnadu)
Affiliated to CITU
(Regn. No. 2863/01 CNI)
No. 1, Kattiyakkaran Street
Cuddalore-607002

AND

The Management :Respondent/
Adhiyaman Grama Bank, II Party
1st Floor, New DDDC Building,
Collectorate,
P. O. Dharmapuri-636705.

Appearance :

For the Petitioner : Union Representative
For the Management : M/s King & Partridge

AWARD

The Central Government, Ministry of Labour *vide* Order No. L-12011/70/2002 [IR(B-I)] dated 20-5-2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the demand of the All India Bank Appraisers Federation, Tamilnadu to regularize the services of Jewel Appraisers (as per Annexure) by Adhiyaman Grama Bank, Dharmapuri, Tamil Nadu is justified? If so, what relief the workmen are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 92/2003 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows :

The Petitioner Federation espouses the cause of 7 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent/Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels.

It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are regular workmen, have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides, weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of Jewel loans etc, and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms, an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979, directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner Federations prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/bank listed in the Appendix.

4. The Respondent in his Counter Statement alleged that on 27-12-1985 under Regional Rural Bank Act, 1976, it has been sponsored by the Indian Bank to cater to the needs of public in Dharmapuri district. It has got only 25 branches within Dharmapuri district and it has got 55 unionized employees comprising of 28 clerks and 27 peons. Other than these employees, the Respondent/Bank does not have any other employees working in their fold. The

lending of jewel loans constitutes a small portion of the total lending of the Respondent/Bank. The Respondent/Bank empanelled Goldsmiths for a limited purpose of ascertaining the weight, quality, purity and market value of the security. Two or three Goldsmiths are in the panel of such branch. A prospective customer intending to raise a loan by pledging gold jewels obtains a certificate from any of these Goldsmiths in the panel. The charges payable for the professional certificate is paid by the customer directly to the concerned Goldsmiths. Just like Engineers and Advocates, these Goldsmiths in the panel render independent professional opinion on the jewel proposed to be pledged by the customer in the Bank. The Goldsmiths are not doing any clerical work and the bank utilizes their professional services for limited purpose and there is no fixed time to render their services. The Respondent/Bank does not have administrative control over them and for the services rendered by the Goldsmiths. The allegation that the Goldsmiths are doing their work for 20 years is without any basis. They are not workmen and therefore the question of continuous service does not arise at all. There is no employer—employee relationship existing between the panel of Appraisers and the Bank. The Indian Bank case stands in a different footing and they cannot be quoted with the present system of Panel Appraisers of the Respondent Bank. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's Federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the Federation. It is not true to say that the employment jewel appraiser is only a contract for serve and not contract of service. The Respondent/Bank supervised and controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraisers in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are :

- (i) "Whether the demand of the Petitioner Federation to regularize the services of concerned jewel appraisers in the Respondent/Bank is justified"
- (ii) "To what relief the concerned jewel appraisers are entitled?"

Point No. 1:

7. The crucial point to be decided in this case is whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the jewel appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the General Secretary of Petitioner federation Mr. K. Vijayarangan was examined as WW2 and one Sri.C. Krishnachari was examined as WW1. On the side of the respondent, one Sri S. James Selvaraj, the General Management of the respondent bank was examined as MW1. On the side of the petitioner, the jewel loan application is marked as Ex.W1. On the side of the respondent, Ex.M1 to M8 were marked out of which EX.M1 to M7 are the letters written by the concerned gold appraisers to the petitioner federation that they have given any consent for raising this dispute and therefore they requested the federation to withdraw the same. Ex.M8 is the copy of circular issued by the respondent bank with regard to jewel loans in the newly opened branches and with regard to empanelment of Appraisers. On behalf of the petitioner federation, the letters EX.M1 to M7 are obtained by coercion and by thread but no appraiser has come to this Tribunal to say that these letters were obtained by coercion.

9. On behalf of the Petitioner federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work on the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than, 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which

was upheld by the Division Bench of the High Court and also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique, and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MW1 has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent Bank neither as

commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no, qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation Relying on this decision, learned counsel for the Respondent argued that the ratio dissidenti in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed

the Tribunal's judgement. Relying on the aforesaid decisions, the learned counsel for the Respondent argued that this decision is squarely applicable to the facts of this case and he also argued that it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that there is no age limit for their retirement and there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workman under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract of service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner federation does not have the representative capacity to represent the cause of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limini. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLP 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U. P. & ORS 1964 II LLJ 164 MURUGAILI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLP 95

NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 I LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief, No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the PA. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri C. Krishnachari
WW2 Sri Vijayarangan

For the II Party/Mgmt. : MW1 Sri S. James Selvaraj

Documents Marked :—

EX. No.	Date	Description
W1	23-6-2004	Jewel Loan Application

For the II Party/Management :—

EX. No.	Date	Description
M1	2005	Letter from Kamala Kannan to the I Party Union
M2	1-2-2005	Letter from S. Muthaiyan to the I Party Union
M3	5-2-2005	Letter from Krishnachari to the I Party Union
M4	2005	Letter from M. Angachari to the I Party Union
M5	2-2-2005	Letter from C. Nagapushan to the I Party Union
M6	3-2-2005	Letter from Nanjundachari to the I Party Union
M7	9-2-2005	Letter from Vengadagiri Achari to the I Party Union
M8	3-8-2005	Adhyaman Grama Bank—Circular No. 18/88—Empahel of Jewel Loans in the newly opened branches—Empanelment of Appraisers.

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लक्ष्मी विलास बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 95/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/68/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2003) of Central Government Industrial Tribunal-cum-Labour Court, Chennai, as shown in the Annexure, in the industrial dispute between the management of Lakshmi Vilas Bank Ltd., and their workman, received by the Central Government on 24-10-2007.

[No. L-12011/68/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Tuesday, the 12th June, 2007

Present : K. Jayaraman, Presiding Officer

Industrial Dispute No. 95/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (I) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of The Lakshmi Vilas Bank Ltd, Karur and their workmen]

BETWEEN

The General Secretary :Petitioner
All Bank Appraisers' Federation
(Tamilnadu)
Affiliated to CITU
(Regn. No. 2863/01 CNI)
No. 1, Kattiyakkaran Street
Cuddalore-607002

AND

The Management :Respondent
The Lakshmi Vilas Bank Ltd.
Head Office, P. B. No. 2,
Salem Road, Kathapara
Karur-639006

Appearance :

For the Petitioner : Union Representative
For the Management : M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/68/2002-IR(B-I) dated 20-5-2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

"Whether the demand of the All India Bank Appraisers Federation, Tamilnadu to regularize the service of Jewel Appraisers (as per Annexure) by The Lakshmi Vilas Bank Ltd., Head Office, Karur is justified? If so, what relief the workmen are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 95/2003 and is, issued notices to both, sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows :

The Petitioner federation espouses the cause of 19 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank, is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank, The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are a regular workmen, have a requisite necessity, and the services of Jewel Appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award

in I. D. No. 25/1979 directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federation prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/bank listed in the Appendix.

4. The Respondent in the Counter Statement alleged:

The Respondent Bank is a private Banking Company having its Head Office at Karur. One type of loan granted to its constituents by the Respondent Bank is called as Jewel Loan which is a loan sanctioned against deposit of gold jewels. In order to assess the value of the gold jewel, the Respondent Bank engaged Jewel Appraisers who are acquainted with the method of assessing the value of gold jewels. The Respondent Bank does not grant jewel loans at all the branches. Even in the branches where jewel loan are sanctioned, there are specified days in a week when jewel loan applications are entertained. There is no scope to carry on the work of Jewel Appraiser for the entire normal business hours nor the work will involve definite hours. The work of Jewel Appraiser does not require control or supervision by the bank officials. The Jewel Appraisers have their own occupation. The charges that are paid to the Jewel Appraisers are debited to the account of the borrower and therefore the services rendered by the Jewel Appraiser should be deemed to be service rendered to the borrower. There is no minimum guarantee remuneration. They are paid only commission and the value of the jewel loans sanctioned. They are free to carry on their own occupation. They are not subject to disciplinary control of the bank officials. The engagement of Jewel Appraisers is similar to the engagement of a Lawyer, Auditor or a Medical Officer. Therefore, there is no scope for regularization their services in the Respondent Bank. Since Jewel Appraisers are not in the employment of Respondent Bank, the provisions of Tamil Nadu (Conferment of Permanent Status to Workmen) Act, 1981 would not apply. The Jewel Appraisers are not required to do any clerical other than filling up the certificate about the value of jewels appraised by them. The Indian Bank case is not relevant to this case and the facts of that case are entirely different, hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's federation has got every competence to represent the Jewel Appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment Jewel Appraiser is only a contract for serve

and not contract of service. The Respondent/Bank supervised and controlled the work done by Jewel Appraisers not only in the matter of directing what work the Jewel Appraiser has to do but also the manner in which the Jewel Appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the Jewel Appraisers in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are:

- (i) "Whether the demand of the Petitioner federation to regularize the services of concerned Jewel Appraisers in the Respondent/Bank is justified"
- (ii) "To what relief the concerned Jewel Appraisers are entitled?"

Point No. 1:—

7. The crucial point to be decided in this case is "whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the Jewel Appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the concerned goldsmith was examined as WW1 on the side of the petitioner, the copy of the jewel loan application was marked as Ex.W1, the copy of the judgement in Indian Overseas Bank in WA 465/2001 was marked as Ex.W2. The copy of the order in India Bank case by the Supreme Court was marked as Ex. M3 and the copy of the judgement of the Indian Bank by the Industrial Tribunal in ID 25/57 is marked as Ex. W4. On the side of the respondent the copy of the circular with regard to engagement of appraisers were marked as Ex. M 1 to M3 and M6 and the copy of the circular with regard to commission payable to the appraisers were marked as Ex. M7 to M11 and the copy of the dispute raised by the petitioner was marked as Ex. M4 and the copy of their reply statement was marked as Ex. M5.

9. On behalf of the Petitioner federation it is argued that Jewel Appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned Jewel Appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the Jewel Appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its

Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels; which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are

free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique, and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MWI has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned-jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise and disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by

the bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissident in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed the Tribunal's judgement.

Relying of the aforesaid decision, learned counsel for the Respondent argued that this decision is squarely applicable to the facts of this case and he also argued that it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that there is no age limit for their retirement and further there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workman under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner federation does not have the representative capacity to represent the cause of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limine. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLJ 1 NEWS PAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U.P. & ORS 1964 II LLJ 164 MURUGALLI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLJ 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 II LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief, No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri M. Ramasubbu

For the II Party/Management : Nil

Documents Marked :—

Ex. Nos.	Date	Description
W1	Nil	Jewels Loan Document and D-1 Credit-Debit J. L. Card
W2	18-2-2004	High Court Revision Bench Judgement (Indian Overseas Bank Appraisers) Case No. 465/01
W3	22-10-1990	Supreme Court Judgement Case No. 10054/1990
W4	3-12-1990	Central Government Industrial Tribunal at Chennai, Case No. 25/1957 (Indian Bank, Appraisers)

For the II Party/ Management :—

Ex. Nos.	Date	Description
M1	21-10-1980	Circular issued by II Party regarding engagement of appraisers on commission basis.
M2	26-7-1982	Circular issued by II Party regarding engagement of Appraisers
M3	17-6-1983	Circular issued by II Party regarding assessment of Jewel Loan Appraisers
M4	Nil	Dispute raised by Petitioner before Asstt. Commissioner of Labour (Central)
M5	18-2-2002	Reply statement of Management to Asstt. Commissioner of Labour (C)

Ex. Nos.	Date	Description
M6	17-5-1989	Letter from Pers Dept to Mgr. Tirunelveli Town reg. engagement of appraiser on commission basis
M7	4-1-1992	Circular reg. commission payable to appraisers.
M8	8-11-1993	Circular reg. commission basis appraisers
M9	8-11-1993	Circular reg. entrusting jobs to appraisers.
M10	8-6-1994	Circular reg. rate of commission payable to Jewel Appraisers
M11	9-3-1999	-do-

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ त्रावणकोर के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 94/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/69/2002-आईआर(बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2003) of Central Government Industrial Tribunal-cum-Labour Court, Chennai, as shown in the Annexure, in the industrial dispute between the management of State Bank of Travancore, and their workman, which was received by the Central Government on 24-10-2007.

[No. L-12011/69/2002-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 12th June, 2007

Present : K. Jayaraman, Presiding Officer

Industrial Dispute No. 94/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (I) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of The State Bank of Travancore (Associate of the State Bank of India), Chennai and their workmen]

BETWEEN

The General Secretary :Petitioner
 All Bank Appraisers' Federation
 (Tamilnadu)
 Affiliated to CITU
 (Regn. No. 2863/01 CNI)
 No. 1, Kattiyakkaran Street
 Cuddalore-607002

AND

The Management :Respondent
 State Bank of Travancore
 (Associate of State Bank of India)
 Zonal Office, 304, 305 Anna Salai
 Teynampet
 Chennai-600086

Appearance:

For the Petitioner : Union Representative
 For the Management : M/s S. Jayaraman,
 H. Balaji and V. V.
 Balasubramanian

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/69/2002-IR(B-I) dated 20.05.2003 has referred the dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the demand of the All India Bank Appraisers Federation, Tamilnadu to regularize the services of Jewel Appraisers (as per Annexure) by State Bank of Travancore, Zonal Office, Chennai is justified? If so, what relief the workmen are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 94/2003 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement respectively.

3. The allegations from the Claim Statement of the Petitioner are briefly as follows:

The Petitioner federation espouses the cause of 4 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant

role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are regular workmen, have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D. Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979 directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federations prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/bank listed in the Appendix.

4. In the Counter Statement, it is alleged that the Respondent herein is an Associate of the State Bank of India. It has branches throughout the States of Tamilnadu. In the Respondent/Bank, appraisers are engaged in certain branches on a casual basis for appraising the jewels. This itself is very sporadic in nature. It is not as if this, work is perpetual and continuous in nature. There is absolutely no scope either for part time or permanent job. The Respondent/Bank has no supervision or control over the Appraisers. The Respondent/Bank also does not give any direction as to the manner in which the Appraisers shall do their work. There is no fixed hours of work for these Appraisers. The bank has no obligation to allot them the work. There is no master or servant relationship between the Appraisers and the Bank. The concerned federation has no locus standi to raise the dispute and the concerned Appraisers are not employees of the bank. There is no espousal of the present dispute by a substantial number of workmen and on this ground itself the dispute is to be rejected. It is false to allege that they have put in more than

480 days of service in a period of 24 calendar months. Moreover, Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is not applicable to the Respondent/Bank since it is an establishment under the Central Government. Concerned Jewel Appraisers were paid service charges as and when their services were utilized. Only for the purpose of uniformity in the matter of weighing, the bank provided weighing machine and other instruments instead of permitting the Jewel Appraisers to use their own weighing machines and other instruments. The Indian Bank's case is not applicable to the facts of this case. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioners federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment jewel appraiser is only a contract for serve and not contract of service. The Respondent/Bank supervised and controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraisers in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are :

- “(i) Whether the demand of the Petitioner federation to regularize the services of concerned jewel appraisers in the Respondent/Bank is justified ?
- (ii) To what relief the concerned jewel appraisers are entitled ?”

Point No. 1 :

7. The crucial.. point to be decided in this case is whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the jewel appraisers are only independent contractors and self styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the concerned goldsmith viz. Sri Karunanidhi was examined as WW1 and the copy of the jewel loan application was marked as Ex.W1. On the side of the respondent, one Smt. G. Thanuja Kumari, Chief Manager of the (Advances) of the respondent bank was examined as MW1 and copy of the circulars issued by the respondent bank with regard to jewel loan advances are marked as Ex. M1, M3 and M5 and the copy of the certificate

regarding assessment is marked as Ex.M2 and the application for gold loan was mared as Ex.M4.

9. On behalf of the Petitioner federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan; by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months, and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of

work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill, technique and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I. D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular at least for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MWI has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 General Manager, Indian Overseas Bank Vs. Workmen

All India Overseas Bank Employees Union, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise and disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissident in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed the Tribunal's judgement. Relying on the aforesaid decisions, learned counsel for the Respondent argued that this decision is applicable to the

facts of this case and he also argued that it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that there is no age limit for their retirement and further there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workmen under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the petitioner, it is again contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner Federation does not have the representative capacity, to represent the case of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed *in limini*. Learned counsel for the

Respondent further relied on the rulings reported in 1957 II LLJ 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U. P. & ORS. 1964 II LLJ 164 MURUGALLI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 ILLP 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93.

VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 I LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of my foregoing findings, I find the demand of the Petitioner Federation to regularize the services of the concerned jewel appraisers is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief. No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri M. Karunanidhi

For the II Party/Management : MW1 Smt. G. Thanuja Kumary

Documents Marked :—

Ex. No.	Date	Description
W1	26-7-2004	Jewel Loan Application
For the II Party/Management :		
Ex. No.	Date	Description
M1	16-10-75	Circular issued by State Bank of Travancore.
M2	Nil	Format of Certificate regarding Assessment and value of the Jewel.
M3	21-7-99	Head Office Circular
M4	Nil	Application for Gold Loan and the Certificate issued by the Appraisers.
M5	23-10-99	Circular issued to the Branches.

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिटी यूनियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. सं. 101/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-12011/29/2002-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 101/2003) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the employers in relation to the management of City Union Bank, and their workmen, received by the Central Government on 24-10-2007.

[No. L-12011/29/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 12th June, 2007

PRESENT: K. Jayaraman,
Presiding Officer

Industrial Dispute No. 101/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of City Union Bank and their Workmen)

BETWEEN

The General Secretary, I Party/Claimant
All Banks Appraisers Federation

AND

The Deputy General Manager : II Party/Management
City Union Bank, Kumbakonam.

Appearance:

For the Claimant : Mr. K. Vijayarangan,
Authorised Representative
For the Management : M/s. K. Jayaraman,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/29/2002-IR(B-I) dated 29-04-2003 has referred

the dispute to this Tribunal for adjudication. The Schedule mentioned dispute in the order of reference is as follows —

“Whether the demand of the All India Bank Appraisers Federation, Tamil Nadu to regularize the services of Jewel Appraisers (as per annexure) in the management of City Union Bank Ltd. is justified? If so, what relief the workmen are entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 101/2003 and notices were issued to both the parties and both parties have entered appearance through their authorised representative/advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Federation in the Claim Statement are briefly as follows:—

The Petitioner Federation espouses the cause of four jewel appraisers of the Respondent/Bank as mentioned in the appendix and they have entered into the services of Respondent/Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day to day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, jewel appraisers in the Respondent/Bank as a regular workmen have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the jewel appraisers already on record should be regularised as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of jewel appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined, under section 2(s) of I.D. Act. The work of jewel appraisers is not of seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of jewel appraisers of Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979 directing the management to regularise their service which was also upheld

by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularise the services of jewel appraisers, but no action was taken by the Respondent to regularise their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federations pray to pass an award to regularise the services of jewel appraisers in the Respondent/Bank listed in the appendix.

4. As against this, the Respondent in its Counter Statement contended that firstly the dispute referred to this Tribunal is not an industrial dispute as contemplated under section 2k of the I.D. Act. The Petitioner federation does not have representative capacity to represent the cause of the workers employed in the Respondent establishment. The dispute is also not espoused properly so as to construe that the dispute is an industrial dispute and it does not have the support of substantial section of workmen of the establishment nor the appraisers. The Respondent/Bank is engaged in the business of banking and they are banking company under Banking Companies Act. It has got 125 branches employing around 1400 persons. As a part of their banking business, the Respondent is also engaged in the business of providing loans mostly to agriculturists which is a priority sector for the banking industry as declared by Government of India and to others on similar scale solely based on the pledging of Jewels. Only to ascertain the purity, value and genuineness of the jewels pledged, in certain branches the Respondent/Bank is engaging jewel appraisers. Thus, there are as many as 65 jewel appraisers engaged under the Respondent for such purpose. The manner in which the jewel appraisers do the job is not liable to be supervised or controlled and it is solely left to him as the same depends on his skill, technique and experience. They are not liable to be transferred nor are they exposed to any disciplinary action as in the case of other workmen of the Respondent/Bank. Therefore, jewel appraisers are not workmen as contemplated under section 2(s) of the I.D. Act. The reference at the instance of Petitioner federation is bad in and incompetent. The jewel appraisers have no fixed hours of work. Whenever there are jewel loans to be granted a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and the value of jewels which was sought to be pledged and issue certificate. The job for single transaction may not last more than, ten minutes. On the days when there was no jewel loan transaction, they did not come to the establishment at all nor was he called for nor any disciplinary action could be initiated against him. The jewel appraisers are free to come at any time during the working hours and appraise the jewel which takes around ten minutes and he could leave the establishment without any permission. In the case of Sri Ramaiah, who was engaged for Adanakottai branch already attained the age of 69 years and Sri Nallasamy who engaged for the branch at Pudukotta is already 63 years. Similarly, one Mr. Kannaiyan engaged for Risivandiyam branch is

more than 65 years. Besides appraiser work, they have other avocations and doing jobs of their own. There is no bar for them to get employment or engagement in any manner in any capacity at any place even during the continuance of his engagement as jewel appraiser with the Respondent/Bank. Thus, their services are not exclusive for the Respondent/Bank. At any point of time there existed any relationship of employer and workmen between the Respondent and the concerned jewel appraisers. The contract as jewel appraiser is purely civil in nature and the same can be interpreted and adjudicated only by civil courts and cannot become a subject matter of an industrial dispute. The consideration paid is purely on commission basis at the rate of 50 paise or 25 paise per hundred rupees depending upon the branch which is also paid by concerned borrower. The payment made to them are not wages. The Respondent/Bank does not pay any amount by way of commission or salary or wages to the jewel appraisers. The job of jewel appraisers is akin to that of professional property, valuers and the nature of work performed does not fall within the classified nature of work under section 2(s) of I.D. Act. The status of jewel appraiser cannot be equated to that of the other employees in any manner. They are not entitled to bonus, leave or any other concession or benefit to which the regular employees would be legally entitled to. The procedure for recruitment of employees do not apply to jewel appraiser. There is no age limit for his engagement as appraiser nor provision for retirement is made or agreed upon. Therefore, the question of regularising the services of these persons does not arise at all. It is false to allege that there will be jewel loan operation on every day and that there was perennial source of income. The award passed in the Indian Bank case will not be applicable to the facts of this case. Hence, for all these reasons the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's federation has got every competence to represent the jewel appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment jewel appraiser is only a contract for service and not contract of service. The Respondent/Bank supervised the controlled the work done by jewel appraisers not only in the matter of directing what work the jewel appraiser has to do but also the manner in which the jewel appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the jewel appraisers in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are :—

1. "Whether the demand of the Petitioner federation to regularise the services of concerned jewel appraisers in the Respondent/Bank is justified?"

2. "To what relief the concerned jewel appraisers are entitled?"

Point No.1 :

7. The crucial point to be decided in this case is 'whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the jewel appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the General Secretary of the Petitioner federation Mr. K. Vijayarangan was examined as WW 1 and he has marked jewel loan document and D I credit & Debit jewel loan card as Ex.W 1 and on behalf of the Respondent one Mr.S.Venkatesan, Chief Manager (HRMD) of the Respondent/Bank was examined as MW1 and on the side of Respondent 9 documents were marked as Ex.M 1 to M9. Ex.M 1 is the extract of jewel loan issue register of Rishivandhiyam branch, wherein one of the concerned jewel appraisers was working Ex.M2 is the abstract of jewel loan issue, register of Rishivandhiyam branch. Ex.M3 is the copy of recruitment policy and service conditions of Respondent/Bank. Ex.M4 is the copy of property declaration form given by Mr. N. Kannaiyan, one of the concerned jewel appraisers. Ex.M5, M6 and M7 are the copies of property declaration form given by S/Sri M. Nallasamy, Mr. M.Ramaiah and S. Rajendran respectively, the other concerned jewel appraisers in this dispute. Ex.M8 is the copy of loan sanctioning letter to Sri S.Rajendran, jewel appraiser of Rishivandhiyam branch. Ex.M9 is the copy of another loan application of Mr.Rajendran to the Respondent/ Bank.

9. On behalf of the Petitioner federation it is argued that jewel appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus, balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularisation because they have worked for more than 240 days continuously in a period of 12 calendar

months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the jewel appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the jewel appraisers already on record should be regularised as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal and it is argued on behalf of the Petitioner that in a similar case with regard to jewel appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of the jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of jewel loan would be ordinarily around three to five times on a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the jewel appraisers did not come to the establishment at all nor was he called or any work. Further when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours and appraise the jewel which takes around ten minutes and as soon as the job is over he could leave the establishment, without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing this is solely left to him as the same depends on his skill, technique and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the

Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the jewel appraisers work are regular atleast for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is no iota of evidence to establish this fact before this Tribunal. On the other hand, MW 1 has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of jewel appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the jewel appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the jewel appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the jewel appraisers and the amount paid to jewel appraisers are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled any relief as claimed by Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "jewel appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being, unlike regular employees appointed by bank, the jewel appraisers were directly engaged by local Manager, there were no fixed period of work and they could come and go at any point of time. The bank did not exercise disciplinary control on them and the jewel appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the bank. Further, there was no qualification/ age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissidendi in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and jewel appraisers of the bank, wherein it has observed that regular employees are subject

to qualification and age prescribed whereas, in the case of jewel appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in the case of jewel appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the jewel appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of jewel appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of jewel appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of jewel appraisers, there is no control/supervision over the nature of work, to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of jewel appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of jewel appraiser, there is, no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that jewel appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgement of Division Bench, which affirmed the Tribunal's judgement. Relying on the aforesaid decision, learned counsel for the Respondent argued that this decision is applicable to the facts of this case and he also argued that one of the concerned jewel appraisers has obtained loan from the Respondent/Bank to carry on his goldsmith business and he has also applied for loan for his jewel shop business, which is evident from Ex.M8 and M9. Thus, it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that three out of four jewel appraisers have crossed the age of 60 years, which clearly shows that there is no age limit for their retirement and further one of the concerned jewel appraisers was recruited and appointed as jewel appraiser at the age of 33. Thus, there is no age limit for appointment of jewel appraiser nor any limit for, the age of retirement and such is the case, they cannot be called as workman under the Respondent/Bank and they are independent contractors and therefore, at no point of time they can claim regularisation.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the Petitioner, it is contended that the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not

only profit motivated but also to improve the conditions of agriculturist and standard of people as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanes, borrowers. The appraisers are available in the bank during 10.00 am to 2.00 pm for service and unto the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for, the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under section 2k of the I.D. Act. The Petitioner federation does not have representative capacity to represent the cause of workers employed in respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limini. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLJ 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U.P. & ORS 1964 II LLJ 164 MURUGALLI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLJ 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 I LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned jewel appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of the foregoing findings, I find the demand of the Petitioner federation to regularise the services of the concerned jewel appraisers is not justified.

Point No. 2 :

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief. No Costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th June, 2007).

K. JAYARAMAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : WWI Sri K. Vijayarangan

For the II Party/Management : MWI Sri S. Venkatesan

Documents Marked:—

W1 Nil Xerox copy of the jewel loan document & D-1 Credit - debit J.L. card.

For the II Party/Management:—

M1 Nil Xerox copy of the jewel loan issue register of Rishivandiyam Branch.

M2 Nil Xerox copy of the monthwise abstract from the above.

M3 Nil Xerox copy of the recruitment policy and service conditions of the Respondent/Bank.

M4 04-09-81 Xerox copy of the property declaration of Sri N. Kannaiyan.

M5 22-02-82 Xerox copy of the property declaration of Sri Nallasamy.

M6 03-10-83 Xerox copy of the property declaration of Sri M. Ramaiah.

M7 21-03-91 Xerox copy of the property declaration of Sri S. Rajendran.

M8 08-06-98 Xerox copy of the loan sanctioning letter to Sri Rajendran.

M9 23-08-00 Xerox copy of the loan application of Sri Rajendran.

AWARD

The Petitioner federation espouses the cause of 2 Jewel Appraisers of the Respondent/Bank as mentioned in the Appendix and they have entered into the services of Respondent Management and put up continuous service ranging from not less than three years and upto 20 years. Thus they have put up more than 480 days of service in a period of 24 calendar months of their respective completed years of service and therefore, they are each entitled to be made permanent as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. The Respondent/Bank is lending loans to agriculturists and other consumer loans on pledge of jewels. It is routine day-to-day business of the Respondent/Bank and that it has assumed a predominant role in the business of the bank. The said money lending business on pledge of jewels has also become a perennial source of income earning a good and sizeable income to the bank on secured loans. Therefore, Jewel Appraisers in the Respondent/Bank are a regular workmen, have become a requisite necessity and the services of jewel appraisers are indispensable so far as the bank's business in granting loans on pledge of jewels. Thus it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. They are skilled workers of the bank having their, definite working hours. Further, the bank provides weighing machines and other instruments for appraisal and assessment of quality and value of jewels. The Respondent/Bank has got administrative control and supervision over the work of Jewel Appraisers and they are doing clerical works with regard to raising of jewel loans etc. and therefore, they are workmen as defined under Section 2(s) of I.D Act. The work of jewel appraisers is not seasonal in nature and it is a perennial one and it is indispensable for the business of the bank and it forms an integral part of the business and establishment. In a similar case of Jewel Appraisers of

Indian Bank, the Industrial Tribunal has passed an award in I.D. No. 25/1979 directing the management to regularize their service which was also upheld by the Supreme Court. The Petitioner federation represented the Respondent/Management requesting them to regularize the services of Jewel Appraisers, but no action was taken by the Respondent to regularize their services. Hence, they have raised a dispute which is referred to this Tribunal on failure of conciliation. Therefore, the Petitioner federation prays this Tribunal to pass an award to regularize the services of Jewel Appraisers in the Respondent/Bank listed in the Appendix.

4. In the Counter Statement, the Respondent Bank admitted that the Respondent/Bank is having its Head Office in Bangalore and having branches throughout the country including some branches in Tamil Nadu. One of the loan facility granted by the Respondent Bank is gold jewel loan. This loan is granted against pledging of gold jewels. In order to assess the value of gold, which is tendered as security, opinion of the professional expert has to be obtained just as legal opinion obtained about the title of the borrower to the property which is offered as security for the loan. The Jewel Appraisers are only professionals. The charges for the Appraiser's work is paid by the borrower. The Jewel Appraiser do not observe normal working hours of the branch. Their work is not subject to any control or supervision by the officials of the bank and they are not subject to any disciplinary action. There is no prohibition for the Jewel Appraiser to carry on his own profession as goldsmith. Some of the Jewel Appraisers have their own shops. Some of the Jewel Appraisers also act as Jewel Appraiser for other banks. The relationship between the Bank and the Jewel Appraiser is one of Principal and Agent. One of Jewel Appraiser viz. Sri S. Sivakumar declared that he was carrying on business as goldsmith by investing a sum of Rs. 5,000 and he was the sole proprietor of his business. The Respondent Bank will not be able to provide sustained work to the Jewel Appraisers nor the volume of work turned out by them would justify the payment of salary to a regular Part Time employees of the Bank. The Jewel Appraisers are not required to do any clerical work other than that of filling of the certificates. The case of Indian Bank is not relevant to this case as the facts of that case are entirely different. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that the Petitioner's federation has got every competence to represent the Jewel Appraisers of Respondent/Bank who are members of the federation. It is not true to say that the employment Jewel Appraiser is only a contract for serve and not contract of service. The Respondent/Bank supervised and controlled the work done by Jewel Appraisers not only in the matter of directing what work the Jewel Appraiser has to do but also the manner in which

the Jewel Appraiser has to do his work as evidenced by Respondent/Bank's manual. There is relationship of master and servant between the Respondent and the Jewel Appraiser in this dispute. Hence, for all these reasons, the Petitioner federation prays for an award in their favour.

6. In these circumstances, the points for my determination are:

- (i) "Whether the demand of the Petitioner federation to regularize the services of concerned Jewel Appraisers in the Respondent/Bank is justified"

Point No. 1:

7. The crucial point to be decided in this case is whether the jewel appraisers employed in the Respondent/Bank are workmen of the Respondent/Bank as alleged by the Petitioner federation or whether the Jewel Appraisers are only independent contractors and self-styled professionals under contract of service of the Respondent/Bank.

8. In order to substantiate their contention, on behalf of the Petitioner federation, the General Secretary of Petitioner federation Mr. K. Vijayarangan was examined as WW1 and one Karunakaran was examined as MW1 on the side of the respondent and Ex.M1 to M8 were marked on the side of the respondent. On the side of the petitioner, Ex.W1 to W2 were marked. Ex.W1 is the appointment of Sri A. Nagaraj Karthick as Jewel Appraiser and W2 is the conduct certificate given to him by the Manager of the Vellore branch of the respondent bank. The exhibits marked on the side of the respondents are Ex.M1 to M2 are the copy of agreements between the respondent bank and Sri S. Sivakumar and Sri Nagaraj Karthick reply Ex. M2 is the copy of statement of particulars given by Sri Sivakumar for his appointment as Jewel Appraiser wherein he has stated that he is the proprietor of jewel business. Ex.M4 & M5 are the copy of the petition given by the petitioner federation before the labour authority and the reply given by the respondent bank. Ex.M6 is the copy of the particulars regarding number of gold loans sanctioned from 1-1-2001 to 12-09-2003 viz. Hosur branch of the respondent bank. Ex.M7 is the copy of the details of gold loans viz. Vellore branch from 1998 to 2003. Ex.M8 is the extracts from the Manual of Instruction with regard to jewel loans.

9. On behalf of the Petitioner federation it is argued that Jewel Appraisers are working in the Respondent premises and they are working in the Respondent/Bank during the regular banking hours. The apparatus balance and other things are provided to concerned jewel appraiser by the Respondent/Bank and the registers were also maintained with regard to jewel loan by the jewel appraisers. Manner of doing the work in the matter of assessing the purity, weight, value etc. has to be done as per specification, directives and circulars issued by the Respondent/Bank through its Head Office. Appraisal of jewel value etc. done

by the jewel appraisers are subject to verification or supervision of the Branch Managers of the respective branches. The pronotes, vouchers, registers and cards etc. prepared by jewel appraiser are verified by the Branch Managers who have countersigned the same and therefore, the concerned jewel appraisers are workmen within the meaning of Section 2(s) of the I.D. Act and they are entitled to regularization because they have worked for more than 240 days continuously in a period of 12 calendar months and 480 days in a continuous period of 24 calendar months and therefore, they are entitled to be made as permanent employees as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. It is also contended on behalf of the Petitioner that the work of jewel appraiser in the Respondent/Bank is perennial in nature because the services of the Jewel Appraiser are indispensable so far as the bank's business in granting loans on the pledge of jewels and the Respondent/Bank depends upon the jewel loans and therefore, it has become necessary that the Jewel Appraisers already on record should be regularized as permanent employees on monthly salary in each of the branches of the Respondent establishment. It is also contended that jewel appraisers are skilled workers of Respondent/Bank having their definite working hours and place of work at the respective branches of the bank. Their work is not of seasonal one and it is argued on behalf of the Petitioner that in a similar case with regard to Jewel Appraiser of Indian Bank, the Industrial Tribunal, Chennai has passed an award in favour of the jewel appraiser in I.D. No. 25/1979, which was upheld by the Division Bench of the High Court and also by the Supreme Court and therefore, they are entitled for an award in their favour.

10. But, as against this, the learned counsel for the Respondent contended that no doubt as part of their banking business, the Respondent is engaged in the business of providing loans mostly to agriculturists which is a priority sector for banking industry as declared by Government of India and to others on similar scale solely based on the pledging of jewels. But, it cannot be said that jewel appraiser work is of perennial in nature. It is contended on behalf of the Respondent that there is no fixed hours of work for the jewel appraisers. Whenever there are Jewel loans to be granted, a word is sent to jewel appraisers who reside nearby and appraise the quality, purity and value of jewels, which was sought to be pledged and issue a certificate and the job of single transaction may not last more than ten minutes. Such transactions of Jewel loan would be ordinarily around three to five times a day and on certain days there may not be any transaction at all and when there was no jewel loan transaction, the Jewel Appraisers did not come to the establishment at all nor was he called for any work. Further, when the jewel appraisers are not available, no transaction will take place. They are free to come at any time during working hours

and appraise the Jewel which takes around ten minutes and as soon as the job is over he could leave the establishment without any permission of the authorities. The manner in which the jewel appraiser does the job is not liable to be supervised or controlled and the manner of doing the same is solely left to him as the same depends on his skill technique and experience. Therefore, they are not workmen as contemplated under provisions of Section 2(s) of the I.D. Act. Learned counsel for the Respondent further contended that the Indian Bank's case is not applicable to the facts of this case. In the Indian Bank case, the Jewel Appraisers work are regular atleast for four hours, but in this case, though the Petitioner federation alleged that jewel appraisers are working during the working hours of the bank, there is not even an iota of evidence to establish this fact before this Tribunal. On the other hand, MWI has clearly stated that there were not fixed period of work and they could come and go at any point of time and the work of Jewel Appraisers have not been supervised in any manner by the Managers of the Respondent branches. Further, in Indian Bank case, it is established that the bank has disciplinary control over the Jewel Appraisers. But, in this case, though it is alleged by the Petitioner union that disciplinary control was with the Branch Manager, it is not established by the Petitioner federation that the Branch Manager has exercised disciplinary control over the Jewel Appraisers. Furthermore, in the Indian Bank case, conditions were to be fulfilled before any leave was granted, but it is established in this case that the concerned jewel appraisers were not required to sign attendance register and also they were not required to make any leave application. Most important thing in the Indian Bank case is that the jewel appraisers were paid minimum amount per month which was some what akin to the salary, but in the present case, no amount was paid by the Respondent/Bank neither as commission nor as wages to the Jewel Appraisers and the amount paid to Jewel Appraisers, are only commission, which was paid by the loanee and not by the Respondent/Bank. Therefore, the concerned jewel appraisers are not employees of the Respondent/Bank and they are not entitled to any relief as claimed by the Petitioner federation. He also strongly relied on the rulings reported in 2006 AIR SCW 1520 GENERAL MANAGER, INDIAN OVERSEAS BANK Vs. WORKMEN, ALL INDIA OVERSEAS BANK EMPLOYEES UNION, wherein the Supreme Court has held that "Jewel Appraisers for loans cannot be treated as workers and cannot be absorbed as part time clerical staff of Indian Overseas Bank. The reason being unlike regular employees appointed by bank, the Jewel Appraisers were directly engaged by local Manager, there were no fixed period of work, and they could come and go at any point of time. The bank did not exercise and disciplinary control on them and the Jewel Appraisers are not required to sign attendance register and also were not required to make any leave application. The amount was paid on commission basis by the loanee and not by the

bank. Further, there was no qualification/age prescribed, no retirement age, no transfer, no bar to carry on any avocation or occupation." Relying on this decision, learned counsel for the Respondent argued that the ratio dissident in this case is fully applicable to the facts of this case. Therefore, the Petitioner is not entitled to any relief in this dispute. In that case, the Supreme Court has clearly distinguished the facts between the regular employees and Jewel Appraisers of the bank, wherein it has observed that regular employees are subject to qualification and age prescribed whereas, in the case of Jewel Appraisers, there is no qualification/age. For regular employees, recruitment is to be done through Employment Exchange/Banking Service Recruitment Board, but in this case of Jewel Appraisers, they are directly engaged by local Managers and in the case of regular employees, there is fixed working hours, whereas for the Jewel Appraisers, there is no fixed working hours. The regular employees are paid on monthly basis, but in the case of Jewel Appraisers there is no guaranteed payment and only commission is paid that too by the loanees. The regular employees are subject to disciplinary control whereas in the case of Jewel Appraisers there is no disciplinary control. In the case of regular employees, the control/supervision is exercised not only with regard to allocation of work, but also the way in which the work is to be carried out, but on the other hand, in the case of Jewel Appraisers, there is no control/supervision over the nature of work to be performed by them. With regard to regular employees wages are paid by the bank, whereas in the case of Jewel Appraisers, charges are paid by borrowers. In the case of regular employees, there is retirement age, but for the jewel appraisers there is no retirement age. The regular employees are subject to transfer and in the case of Jewel Appraiser, there is no transfer. The regular employees, when they are in employment, they cannot carry on any other occupation, but for the jewel appraisers there is no bar to carry on any avocation or occupation and after considering all these things, the Supreme Court has held that Jewel Appraisers are not employees of the Respondent/Bank and therefore, it set aside the judgment of Division Bench, which affirmed the Tribunal's judgment. Relying on the aforesaid decisions, the learned counsel for the Respondent argued that this decision is applicable to the facts of this case and he also argued that one of the concerned Jewel Appraisers has admitted that he is the proprietor of jewel shop which is evident from Ex.M2. Thus, it is clearly established that there is no bar to carry on his own business or occupation and it is also established in this case that there is no age limit for appointment of jewel appraiser nor any limit for the age of retirement and such is the case, they cannot be called as workman under the Respondent/bank and they are independent contractors and therefore, at no point of time they can claim regularization.

11. I find much force in the contention of the learned counsel for the Respondent.

12. But, on the other hand, on behalf of the petitioner, it is again contended that, the issue of jewel loan to agriculturists is perennial and commercial work of the bank and it is not only profit motivated but also to improve the conditions of agriculturist and standard of people so as to suit arises directive policies of Central & State Governments. The time of work, nature of work and manner of work are under direct supervision of Manager of respective branches. Though the nomenclature of the remuneration paid to the appraiser is named as commission but it is being paid only through the bank, though it might be collected by the bank from loanees, borrowers. The appraisers are available in the bank during the banking hours for service and to the disposal of the Manager of the bank. The service between the management and workers of service is only a contract of service and not a contract for service. Even the Respondent witness has conceded in his cross-examination with regard to jewel appraisal work done by the Indian Bank appraisers and also the jewel appraisers of the Respondent/Bank is the same. Under such circumstances, it cannot be said that the Indian Bank's case is not applicable to the facts of this case.

13. But as I have already pointed out that there are lot of differences between the Indian Bank's case and also the present case and as such, I am not inclined to accept the contention of the representative for the Petitioner.

14. Then again, learned counsel for the Respondent contended that the dispute referred to this Tribunal is not an industrial dispute as contemplated under Section 2k of the I.D. Act. The Petitioner Federation does not have the representative capacity to represent the case of workers employed in Respondent establishment. Neither the Petitioner nor General Secretary has locus standi or competency either to represent the case of the concerned jewel appraisers in the establishment or to file any statement and to sign therein. The dispute has not been espoused properly so as to construe that the dispute is an industrial dispute and the dispute does not have the support of substantial section of the workers of establishment nor the appraisers and on this ground alone, this dispute deserves to be dismissed in limine. Learned counsel for the Respondent further relied on the rulings reported in 1957 II LLP 1 NEWSPAPERS LTD. Vs. INDUSTRIAL TRIBUNAL, U.P. & ORS. 1964 II LLJ 164 MURUGALLI ESTATE, Vs. INDUSTRIAL TRIBUNAL, MADRAS 1965 I LLP 95 NELLAI COTTON MILLS Vs. LABOUR COURT, MADURAI 1962 II LLJ 93 VISALAKSHMI MILLS LTD. Vs. LABOUR COURT, 1960 I LLJ 349, 2004 10 SCC 460 and 2006 AIR SCW 1520.

15. But, in this case, as I have already pointed out that since the concerned Jewel Appraisers are not workmen under Respondent/Bank, I am not considering this point and I am not answering this point.

16. In view of the foregoing findings, I find the demand of the Petitioner Federation to regularize the

services of the concerned jewel appraisers is not justified.

Point No. 2:

The next point to be decided in this case is to what relief the concerned jewel appraisers are entitled?

17. In view of my foregoing findings, I find the concerned jewel appraisers are not entitled to any relief, No costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 12th June, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : WW1 Sri Vijayarangan

For the II Party/Management : MW1 Sri M. Karunakaran

Documents Marked :

Ex.No.	Date	Description
W1	17-07-1981	Appointment.
W2	29-08-1997	Conduct Certificate
For the II Party/Management :—		
Ex. No.	Date	Description
M1	10-01-1996	Agreement between the II Party and Sri Sivakumar.
M2	12-09-1994	Statement of Particulars furnished by S. Sivakumar for the appointment as Jewel Appraisers.
M3	24-01-1980	Agreement between the II Party and Sri Nagarajakanniah.
M4	Nil	Petition filed by the I Party before the ALC.
M5	23-02-2002	Reply filed by the II Party before ALC.
M6	12-09-2003	Mail from Hosur Branch to Head Office - Regarding no. of Gold Loans sanctioned from 1-1-2001 to 12-9-2003.
M7	17-09-2003	Mail from Branch Manager, Vellore to Head Office, regarding yearwise details of Gold Loans from 1998 to 2003.
M8	Nil	Relevant extract of Manual of Instructions Advances against Gold Ornaments.

नई दिल्ली, 24 अक्टूबर 2007

का.आ. 3340.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 09/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-07 को प्राप्त हुआ था।

[सं. एल-12012/441/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3340 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2001) of Central Government Industrial Tribunal No. 2, Mumbai, as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 24-10-2007.

[No. L-12012/441/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI**

PRESENT:

A. A. LAD, PRESIDING OFFICER

REFERENCE No. CGIT-29 OF 2001

**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF
STATE BANK OF INDIA**

Stat Bank Bhavan,
Madam Cama Road,
Mumbai-400 021.

...First Party

And

Their Workman, Shri M.N. Jivanani, ...Second Party

APPEARANCE:

For the Employer : M/s. Bhawe & Co., Advocates

For the Workman : Mrs. Meena Doshi, Advocate

Date of reserving Award : 1st June, 2007

Date of Passing of Award : 31st August, 2007.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

The reference is sent to this Tribunal by the Under Secretary of Central Government, the Government of India, Ministry of Labour by its Order No. L-12012/441/2000/IR/(B-1) dated 11th January, 2001 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

“Whether the action of the management of State Bank of India by dismissing Shri M. N. Jivanani from the services of State Bank of India is justified and proper? If not, then what relief the workman is entitled to ?

4506 G17/07

2. To support the subject-matter involved in the reference, 2nd Party filed Statement of Claim at Exhibit 7 stating and contending that, the concerned workman M.N. Jivanani joined 1st Party as a Cashier-cum-Clerk and worked there since 5th August, 1982. Initially he worked at Kamathe Branch and thereafter posted at SBI, Best Depot, Kurla Branch. He is resident of Ulhasnagar. He applied to Branch Manager, Kurla Depot. Branch, Mumbai, by application dated 8th April, 1993 for issuance of certificate of Income-tax in order to enable him to apply for visa to visit Japan and also applied for sanctioned leave. Said certificate was issued the Branch Manager on 10th April, 1993 and one week's leave was granted in April, 1993 to enable him to visit Japan where his brother was residing.

3. While he was at Japan, unfortunately he fell sick with serious chest pain, cold and fever. Doctor advised him not to travel by Air. His brother also advised him like that. He was constrained to stay at Japan. Thereafter he suffered serious backache.

4. 2nd Party vide his letter dated 12th July, 1993 and 12th October, 1993 requested Bank to sanction him leave on the ground of ill health. He also sent Doctor's certificate dated 12th July, 1993 and in October, 1993. Both those applications were sent from his brother's address at Japan.

5. On 13th December, 1993 by letter addressed to Branch Manager, he requested him to sanction sick leave from 13th December, 1993 saying he was still suffering from ill health. He also informed the Bank authorities that, since the Doctor did not know English language the certificates were sent in Japanese language and requested for grant of sick leave on the basis of the said certificates and the Bank authorities acknowledged the same. He by further letter dated 13th February, 1994 sent with Medical Certificate of Japan Doctor and requested to continue it.

6. By letter dated 24th May, 1994 issued by the Assistant General Manager (III) addressed to 2nd Party at his residential address of Ulhasnagar, he was informed that, since he has not reported for work as asked to report within 30 days from the date of the receipt of the notice dated 5th March, 1994 it was deemed that, he has "voluntarily retired", from the services on 5th April, 1994. By the said letter he was also asked to pay within 15 days, from the date of the receipt of the said notices, one month's pay and allowances in lieu of notice failing which it will be recovered from him.

7. 2nd Party states that 3 notices were sent to him at his Ulhasnagar address which were returned "unaccepted". Then termination of services of 2nd Party was communicated to him by letter dated 24th May, 1994. By letter dated 9th May, 1997 2nd Party Workman made an appeal to the Bank authorities to reinstate him with benefits of continuity of service and back wages.

8. Thereafter, the said request was also made by Union through its General Secretary requesting the Bank authorities to reconsider the decision and take him in the employment.

9. By letter dated 22nd July, 1997 and 12th February, 1998 Bank intimated 2nd Party that, it cannot accept the request made by him or by Union and informed that, it cannot take 2nd Party in the employment and consider him for the reliefs.

10. On 27th December, 1999 by letter addressed to Assistant Labour Commissioner (Central), Union sought intervention of Assistant Labour Commissioner (Central) in the dispute of the 2nd Party Workman. However, failure report was submitted by the Assistant Labour Commissioner (Central) as he was unable to resolve the dispute, by which 2nd Party pray to reinstate him with benefit of back wages and continuity of service stating that no opportunity was given to him to explain his absenteeism. It was also stated that no enquiry was conducted, no proper procedure was followed. It is contended that the decision taken by the 1st Party was bias and not taken as per law. The termination dated 24th May, 1997 is not legal and maintainable. In fact 2nd Party Workman should have been awarded opportunity to explain his absenteeism and the Bank authorities ought to have considered the difficulties which he faced. So it is submitted that, Reference be allowed with directions to the Bank to reinstate him and to give him back wages and continuity of service.

10A. This Statement of Claim is opposed by the 1st Party by filing reply at Exhibit 11 making out the case that, in terms of the application made by the 2nd Party and written test held by it the 2nd Party was offered the employment with the 1st Party as a Cashier-cum-Clerk with the 1st Party. It is also admitted by the 1st Party that, the 2nd Party joined the services of the 1st Party on 5th August, 1982 and was posted at various places as mentioned in the Statement of Claim.

11. It is contended by the 1st Party that, in April, 1993 2nd Party Workman applied to the Bank for issue of Income-tax clearance certificate for the purpose of obtaining visa to visit Japan. In fact, as per service rules, employees or Workmen who is to proceed to country outside India for any reason, other than his official duty, ought to have obtain prior permission in that behalf from the Bank. Additionally it was expected from the employees to apply for leave on the ground that he want to visit foreign country and said employee has to give undertaking that he will not accept any employment in the foreign country and shall not extend stay in the foreign country behind the period of sanctioned leave and return to India on the expiry of the said leave. However, this Workman did not give any such undertaking to the Bank nor intimated about his position at Japan.

12. 2nd Party did apply for leave on 23rd April, 1993 and 7th May, 1993 on account of visit to Japan which was granted by the Bank. Thereafter he did not sought any permission and that too for sick leave from 10th May, 1993 to 19th May, 1993 followed by another application dated 20-5-1993 and 18th June, 1993, however, those were granted by the Bank. However, thereafter concerned Workman

neglected to resume on duty on the expiry of the said leave which was sanctioned upto 19th June, 1993. The reasonable time was given to the 2nd Party to report on duty by notices but the 2nd Party did not report for duty. Then by letter dated 20th June, 1993 2nd Party requested to extend leave on the ground of sickness. Bank received it on 20th August, 1993 alongwith some documents in Japanese language. However, said letter did not accompany any authenticated translation of the contents of the said documents in English which was expected to be complied with by the concerned workman. Then the Bank sent a telegram dated 8th October, 1993 disapproving his action. However, 2nd Party did not take any steps on it. Then by letter dated 12th October, 1993 said workman sought for further extension of leave on medical grounds with medical certificate in Japanese language. On 1st November, 1993 Bank informed the concerned workman that, application for extension of leave is not allowed and he was asked to report on duty long back but he failed to do so. In these circumstances the Bank presumed that, concerned workman is not interested to resume on duty. Said decision was communicated by the Bank to the concerned workman by registered post treating he voluntarily retired.

13. According to Bank, the concerned workman failed and neglected to report on duty as intimated by the Bank. Even leaves prayed by him were not sanctioned by the Bank though letter dated 12th October, 1993, 13-12-1993 and letter without date were received by the Bank on 09th March, 1994. Even by letter dated 2nd February, 1994 addressed to the workman at Japan address 1st Party directed him to report on duty, till said workman did not take note of it and report on duty. Said workman did not report on duties inspite of the call of the Bank. By letter dated 24th May, 1994, addressed to the concerned workman at his Ulhasnagar address, Bank informed the 2nd Party that, since he did not report on duty his services have been treated as deemed to have, "voluntarily retired."

14. As per Bipartite Settlement Bank can treat the employee as having "voluntarily ceased" his services from the employment of the Bank inter alia of the concerned workman if he proceeds to foreign country without leave or over stays his sanctioned leave by 150 days. Thus it is presumed that, 2nd Party remained absent for more than 150 days by said Bipartite settlement, it empowers the Bank to take decision about the concerned workman as having, "voluntarily retired" from its employment. Even the appeal filed by the concerned workman was turned down by the Appellate authority and now nothing remains in the prayer of the concerned workman to consider. So it is prayed that, dispute raised by the concerned workman about the decision taken by the 1st Party treating him as deemed to have been, "voluntarily retired" does not require to reconsider as prayed by the 2nd Party workman and to take him in the employment with benefits of back wages and continuity of service.

15. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 12 which I answer as follows:

ISSUES	FINDINGS
1. Whether the action of the Management of State Bank of India by dismissing Shri M.N. Jivanani from the services of the State Bank of India is just, legal and proper?	NO.
2. What relief Shri Jivanani is entitled to?	2nd Party is entitled to reinstatement without back wages but with continuity of service for retirement benefits.

REASONS:

16. 2nd Party workman worked with 1st Party as a Cashier-cum-Clerk. He joined 1st Party on 5th August, 1982. When he was at BEST Depot Branch at Kurla, he applied for leave on 8th April, 1993 on account to visit Japan and prayer of the 2nd Party workman to visit Japan was granted by the Bank. Accordingly, he proceeded to Japan during April, 1993. That time one week's leave was granted in April, 1993 to enable 2nd Party to visit Japan. However, after going there, he fell sick and did not report on duty. On a number of occasions he sent correspondence to the 1st Party and requested them to extend the leave and lastly he requested them to turn down its decision by which they informed that, 2nd Party was treated as deemed to have "voluntarily retired". According to 2nd Party said decision treating him as deemed, "voluntarily retired" is nothing but terminating his services to lead him the risky life. As a result of that, his services came to an end and by that he loses his income. Said decision is drastic. It was not taken by following due process of law. No charge sheet was served. No enquiry was conducted. No opportunity was given to explain the 2nd Party about his absenteeism. So it is prayed that, the decision taken by the 1st Party treating him as 'voluntarily retired' requires to be set aside with the directions to the 1st Party to take him in the employment with benefit of back wages and continuity of services.

17. As stated above, it is disputed by the 1st Party saying that, though leave was sanctioned and though permission was given to the concerned workman to visit Japan, he extended that leave and remained at Japan on unauthorized absenteeism for years together. No separate applications were given by him in advance. He did not apply in time for extension of leave. Though he was warned to report on duty, he failed to report on duty. Such a long absenteeism from duty does not permit 1st Party to keep 2nd Party in the employment and accordingly it intimated to the 2nd Party that, it treated his absenteeism as deemed "voluntarily retired" by letter dated 24th May, 1997.

18. To prove that, 2nd Party placed reliance on his affidavit filed at Exhibit 25 in lieu of the examination in chief. Whereas 1st Party filed an affidavit of its officer at Exhibit 31 in lieu of the examination-in-chief.

19. In the affidavit 2nd Party reproduced all above events sequences wise. In the cross he states that, he was in Japan from 24th May, 1993 to 25th February, 1997. He admits that, initially leave for one week was granted by the Bank. he admits that, he did not consult any specialist Doctor at Japan. He also admits that, he do not know Japanese language. He admits that, he received letters dated 5-3-1994 and 24-5-1994 from the Bank. He admits the address given at Exhibit 17. He admits that, he did not inform about his absenteeism during three years and nine months of his stay at Japan. He states that, he was not getting any service in Japan and was depending on his brother. He further admits that, leave granted by the Bank expired on 19th June, 1993. He admits that he did not apply to the Bank for further extension of leave. He admits that, he has no documentary evidence to show that, he sent letters for extension of leave from 10th May, 1993 to 19th May, 1993 and application dated 12th July, 1993. He also admits that, he does not know name of the Doctor from whom he took treatment and certificate. He also admits that, he does not possess any case papers about his ailment, that he does not possess any prescriptions given by the Doctor. Even he does not possess the X- rays and its reports and have no evidence to show, what treatment was given to him at Japan. He states that, he was suffering from back pain, cold, fever and chest pain. According to him that, pain was of a very serious nature. However, no X-ray was taken of that. He is also unable to state how much expenses were incurred for his medical treatment at Japan during his stay of 3 years and 9 months. He states that, he returned to Bombay on 25th February, 1997. The admits that he got letter of the Bank sometime in June, 1994 of 24th May, 1994. He states that, he was shocked by the said letter. Then he filed pursis at Exhibit 26. Against that Bank filed an affidavit of its officer at Exhibit 31 in lieu of the examination-in-chief to deny all the contentions of the concerned workman. This witness also admits that, 2nd Party proceeded to Japan after sanction of leave.

20. Heard both. Perused the proceedings.

21. Now, it becomes the matter of record that, the concerned workman was employed with the 1st Party, who joined 1st Party w.e.f. 5th August, 1982 as a Cashier-cum-Clerk and served with it upto April, 1993 i.e. he served for 11 years continuously with the Bank when he was in India. It is also a matter of record that, after proceeding to Japan, he did not return to India till 25th February, 1997. That means he was in Japan from April, 1994 to 25th February, 1997 i.e. for 3 years and 9 months. It is also a matter of record that, no enquiry was conducted. it is also a matter of record that, no charge sheet was served on 2nd Party workman. It is also a matter of record that, no opportunity was given to the 2nd Party to explain about his absenteeism. It is also a matter of record that, except absenteeism no other grave charges are

leveled against the 2nd Party workman for which 1st Party has taken decision treating him as deemed "voluntarily retired" from employment. It is also a matter of record that, said voluntary retirement is nothing but bringing to an end to the services of this type of employee since he is not getting any benefits by virtue of the said deemed, "voluntary retirement" or any other benefits.

22. 2nd Party workman tried to make out the case that, he fell sick after going to Japan. He tried to produce some documents which are in Japanese language. It is a matter of record that, those 'so called' medical certificates in Japanese language are not yet translated to know what it contains and what was cause for which 2nd Party was declared sick. It is also a matter of record that, neither 1st Party nor 2nd Party chased each other on this point and decision was taken by 1st Party which was ex-parte and was communicated by sending letter dated 24th May, 1994 to the 2nd Party by which it informed the 2nd Party about his services are treated as "voluntarily retired".

23. When there was no enquiry by giving charge sheet, it also made it clear that, opportunity was not given to the concerned workman to explain about his absenteeism or it may be that due to distance between the 1st Party and the stay of 2nd Party during that period it might have created this problem. At the same time, one cannot ignore the fact that, the 2nd Party returned to India after 3 years and 9 months though the decision was taken by the 1st Party on 24th May, 1994 to treating him as deemed voluntarily retired. All this reveals that, no charge sheet was served on 2nd Party. It also reveals that the only allegation against the 2nd party was about his absenteeism. It also reveals that, no proper opportunity was given to the 2nd Party to explain about his absenteeism as stated above, mere allegation of absenteeism is leveled against 2nd party workman while treating him as voluntarily retired from the services.

24. In this scenario if we consider grievance made by 2nd Party that, opportunity was not given and he was not served with charge sheet about his absenteeism without permission, I think it requires to consider. It is a matter of record that, from number of record it reveals number of correspondence was made by the 2nd Party by which he requested to extend his leave, though the applications are not touching the previous dates and taking reference of the previous correspondence. One has to note that, charge sheet was not served and specific allegations of absenteeism were not leveled against the concerned workman. It may be that, 2nd Party may have returned to India on 24th February, 1997 it does not mean that, he cannot raise dispute about the cause behind his termination or he cannot raise dispute about decision taken by the 1st Party? Though there is a delay one has to consider, whether sincere efforts were made by the concerned workman to achieve the employment? It is also an admitted fact that, number of correspondence were sent by him and they are admitted by the First Party, Even in the Written Statement 1st Party has admitted that,

number of letters were written by the 2nd Party but those were not touching with the previous letters and dates of previous correspondence. Even 1st Party acted upon some letters and sanctioned him leave, even after one week which was initially granted. In para 6 of the Written Statement 1st Party stated that, the said Workman applied for his Earned Leave between 23rd April, 1993 and 7th May, 1993 to visit Japan was granted by the Bank. It is also stated by 1st Party that, he sought sick leave from 10th May, 1993 to 19th May, 1993 followed by another letter for granting earned leave between 20th May, 1993 and 18th June, 1993 which was also granted by the Bank. It is the allegation of the 1st party that, he neglected to resume on duty on 19th June, 1993 on the expiry of his leave which was rejected by the Bank. It is also pertinent to note that, when leave was granted upto 18th June, 1993, how one can attend India to report on duty on the next date i.e. on 19th June, 1993 as expected by the Bank from Japan? At the same time it is not expected by the Bank as to how 2nd Party was supposed to report on post within 15 days? Even in para 9 of the written statement 1st Party has stated that, by letter dated 12th October, 1993, 2nd Party prayed for extension of leave. Said application was accompanied by medical certificate in Japanese language. It is stated that, since previous letter which was also containing such type of Japanese language certificate it was not translated in English and Bank did not accept it and by letter dated 1-11-1993 Bank informs that, his application for extension of leave was not allowed and then Bank concluded that, he neglected to report on duty. Even Officer of the Bank has stated that, by letter dated 2-2-1994 addressed to 2nd Party at Japan address Bank. requested him to report on duty immediately. However, Workman did not report on duty though he was served with it. Even Bank referred to the appeal preferred by the 2nd Party dated 9th May, 1997 which was rejected by the Appellate Authority vide order dated 12-2-1998. So all this reveals that, attempts were made by 2nd Party but it is to be noted that, those were not attempt in continuation of previous correspondence and referring previous dates and giving response to the correspondence of the 1st Party. All these things reveals that, no charge sheet was served. No explanation was sought from the 2nd Party and first party concluded to treat his absenteeism as deemed voluntry retirement. No doubt 2nd Party remained absent for more than 3 years 9 months continuously. some argument is tried to be made that, while visiting Japan or while visiting out of India employee has to seek permission. But when leave was sanctioned and which was extended from time to time as stated above, in my considered view, no hurdle will come in the way of the 2nd Party Workman to visit foreign country was without prior permission of the Bank. Here 1st Party has made capital of absenteeism of 2nd Party for more than 150 days and so it decided to treat his absenteeism as deemed voluntarily retired. According to me, now facts are clear. As stated above, 2nd Party remained in Japan for 3 years and 9 months and returned to India on 25-2-1997. When he was in Japan for 3 years and 9 months

and that is his explanation as to why he did not report on duty and did not apply with the order of the 1st Party which asked the 2nd Party to report on duty within 30 days. Accordingly to me stay of 2nd Party in Japan for 3 years and 9 months is more than sufficient to consider that, he had reason to stay away from the employment. If at all, he might have been served with the charge sheet he might have got an opportunity to put these facts before the Inquiry Officer who was supposed to consider it as there was reason for 2nd Party to stay away from the job.

26. The Ld. Advocate for the Union filed citations published in 1987 LAB .I.C. page 218 (Kamal Kishore Lakshman vs. M/s Pan American World Airways Inc. and ors.) of Apex Court in Civil Appeal No. 2568 of 1986. Said citation is on the point of decision taken by the employer on account of loss of confidence. When such a ground is taken by the employer in that case and in the case of loss of confidence it became stigma and to allege that, employer has lost the confidence, enquiry is a must. However, in the instant case which is at hand, no such conclusion was made by the 1st party i.e. Bank alleging the loss of confidence. The letter dated 24th May, 1994 on which dispute is raised by the 2nd Party reveals that, 1st Party treated 2nd party as deemed voluntarily retired from services observing that, he failed to report on duty as directed. So in my view, the citation referred by the 2nd Party's Advocate on this points when is on different point does not invite to consider in the present case. Another citation published in 1973 SC page 122(Vol.60) C 1272 in Civil Appeal No. 1461 of 1972 where points of jurisdiction under Section 11(A) of Industrial Disputes Act, 1947 of Tribunal is considered to interfere with the dismissal order given by the employer to the employee. I think Section 11(A) of the Industrial Disputes Act, 1947 is very much clear on that point which does not require any support and there cannot be quarrel about the jurisdiction of the Court. So I do not wish to burden the judgment by reproducing the facts of the case referred in the citation. At the same time 1st Party's Advocate also placed his hands on the citation published in 2005 III CLR page 120 of our Hon'ble High Court given in (Ramaswamy Murugesjh vs S. G. Bhonsale) case where, our Hon'ble High Court observed that, if Workman suffers from continuous ill health and in that facts and circumstances of the case, if the decision of termination is taken, it does not amount to the termination under Section 2(OO) of sub-clause (c) of Industrial Disputes Act, 1947 which cannot be legal. He also referred another citation published in 2006 II CLR page 1019 (State of H. P. & Ors vs. Presiding Judge and Anr.) of Himachal Pradesh High Court where it was observed that, absenteeism is nothing but abandonment of job and so it be treated as voluntarily retirement. In that case it is observed that such a termination does not amount to retrenchment with in Section 2(OO) of the Industrial Disputes Act, 1947 where Section 25 (F) is also attracted.

27. However, in both cases (Supra), workmen were sick. In case of Ramaswamy Murugesjh he was declared by

Doctors unfit to work and so termination was given on that ground to Ramaswamy-Murugesjh. But in this it is not termination on solely sickness but on absenteeism whereas in the case of Himachal Pradesh i.e. second citation workman was appointed temporarily. Then she was transferred and then she reported on duty and she was not permitted to join and her services stood terminated as she cannot be taken back with approval of the higher authorities though there was a decision of the Court to take her in the employment about his previous termination. Since facts of both the cases are different and termination in both the cases (Supra) were on different footing, in my considered view, those cases and law laid down by respective Courts cannot be made applicable in the instant case which is in hand since in the present case on simple absenteeism and same ground was taken by the 1st Party to treat the concerned workmen as deemed 'voluntarily retired'.

28. While declaring 2nd Party deemed voluntarily retired no opportunity was given as stated above. He unable to put up his case as to why he did not report on duty. It is a matter of fact that, leave of 2nd Party was granted by the 1st Party as stated in the Written Statement. Initially on 23rd April, 1993 and 7th May, 1993 then his leave application sanctioned was granted on 10th May, 1993 and 19th May, 1993 then he prayed for extension of leave which was to expire on 19th June, 1993, 1st Party received another application dated 28-8-1993 alongwith alleged documents in Japanese language. Then it is a matter of record that 2nd Party addressed a letter to the Bank dated 12-10-1993. So this correspondence was going on from the 2nd Party's side and it is admitted to the 1st Party also. So lastly Bank asked 2nd Party to report on duty by addressing letter dated 5th March, 1994 to his Ulhasnagar address asking his report on duty with explanation. It is a matter of record that he was in Japan at that time still that letter was written to him at Ulhasnagar by which he was asked to report on duty with explanation. Thereafter by letter dated 24th May, 1994 the Bank presumed he has already retired. So all this reveals that, before reporting in India on 25th February, 1997 he was unable to contact 1st Party. Till that moment, he was unable to get any opportunity to explain his absenteeism. Though he raised dispute though Union after long time but Bank did not consider it and the matter went before the Labour Commissioner (Central), Mumbai, who submitted its failure report and then came to this Tribunal as a matter of Reference. So all this reveals that, 2nd Party did not get an opportunity to put up his case as to why he was absent and here it is to be noted that, only absenteeism is the cause behind taking decision of treating him as deemed voluntarily retired. As we know "voluntarily retired" is nothing but sort of termination which brings end to the employment. Here 2nd Party was working with 1st Party from 1982 till 1993 without any problem. Then from April, 1993 till he returned back to India on 25th February, 1997 i.e. for 7 years and 9 months he was out of employment and that absenteeism is the only draw back of the concerned Workman who is involved in the reference. So in this situation I feel it is necessary to consider his case atleast at

this stage since he fought continuously for his right to work which I feel has substance. So I conclude that the decision taken by the 1st party and treating him as voluntarily retired is not just, legal and proper. So Answer this issue to that effect.

ISSUE. NO. 2

29. Now, 2nd Party prays for reinstatement with benefits of continuity of service with back wages. We know State Bank of India is a public undertaking where money transaction is done by citizens or India. It is run on public money. It is a matter of fact that, 2nd Party was in Japan for 3 years and 9 months i.e. from April, 1993, and then did not work till this moment i.e. till end of August, 2007 with first party that means he remained out of job for round about fourteen years and did not work with the 1st Party. When he did not work with 1st Party for 14 years, it will not be proper, legal and even practicable to direct 1st Party to pay him wages for that period. At the same time one cannot ignore that he was out of India. One cannot ignore that, he was in touch with the 1st Party and that fact is admitted by the 1st Party also. It is a matter of fact that inquiry was not conducted though he returned to India. His prayer was to take him in the employment. In fact Management ought to have given him an opportunity to explain and heard him as to why he was unable to report on duty. It is a matter of record that, he was in Japan for three years and nine months from April, 1993 to 25th February, 1997. When he was out of India. It was not possible for one to fact enquiry if at all it could have been initiated by the 1st Party. But it was possible for the 1st Party to initiate enquiry after he returned to India but it was not done. At the same time one cannot ignore that, he did not work for the 1st Party for about 14 years.

30. When this is the situation, when no other charges are levelled against the 2nd Party except his absenteeism and when no enquiry was conducted and no opportunity was afforded and no opportunity was given to the 2nd Party to explain his absenteeism, in my considered view, he must be reinstated, without back wages, with continuity of services for retirement benefits. It is not the case of the 1st Party that, he has some source of income or he is of the retirement age. So in my considered view, he must be permitted to work till the date of his superannuation in the Bank and he must be benefited with continuity of services for retirement benefits, since initially he worked from 1982 without any stigma till 1993.

31. In View of the discussions above I conclude that reference should be party allowed. Hence, the order:

ORDER

- (a) Reference is party allowed;
- (b) 1st Party to reinstate 2nd Party Shri M.N. Jivunani on his post from where he was asked to voluntarily retire, with continuity of service to claim retirement benefits;
- (c) prayer of 2nd Party to give back wages is rejected;
- (d) there is no order as to its costs;

Mumbai,

31st August, 2007

A. A. LIAD, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाईफ इश्योरेंस कारपोरेशन ऑफ इंडिया के प्रबंधन के संबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 41/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-17012/25/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2005) of the Central Government Industrial Tribunal No. 2, Mumbai, as shown in the Annexure in the industrial dispute between the management of Life Insurance Corporation of India, and their workmen, received by the Central Government on 24-10-2007.

[No. L-17012/25/2004-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/41 OF 2005

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF LIFE INSURANCE
CORPORATION OF INDIA

The Senior Divisional Manager,
Life Insurance Corporation of India,
Divisional Office-II,
112, Sion Koliwada Road,
Sion, Mumbai-400 022.

AND

THEIR WORKMEN

The General Secretary,
Insurance Employees' Union
88/112, Sion Koliwada Road,
Sion (E), Mumbai-400 022.

APPEARANCES:

For the Employer : Ms. A. A. Sakpal,
Ms. F. D. Lewis,
Representatives.

For the Workmen : Mr. C. S. Dalvi,
Representative.

Mumbai, dated 27th September, 2007.

Award Part-I

Matrix of the facts as culled out from the reference are as under :—

1. The Government of India, Ministry of Labour, by its Order No. L-17012/25/2004 IR (B-I) dated 29-12-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management Life Insurance Corporation of India, MDO-II, Mumbai by removal from the services of Shri M. L. Manikade, IIGA, w.e.f. 30-12-1997 is justified? If not, what relief Shri M. L. Manikade is entitled to?”

2. Claim statement is filed by the General Secretary, Insurance Employees Union, filed at Ex-5 making out case that, LIC is subdivided into seven zones for the purpose of administrative convenience, consisting of 21 Divisional Offices.

3. The workman involved in the reference namely Manikade was firstly appointed in the Corporation as an Assistant in the Class III cadre in 1990. Then he was promoted as an Higher Grade Assistant.

4. Said second party workman had written letter on 10-4-97 about sickness of his mother and applied leave for the same w.e.f. 7-4-97. Even he sent telegram on 24-4-1997 referring sickness of mother and requested to grant leave from 7-4-1997. Chembur Branch office granted P. L. to the concerned workman. Even he was permitted to draw salary of April, 1997 but due to sickness of his mother he unable to collect it. Then concerned workman informed first party that he would resume on duty on 2-5-1997. Even he wrote letter to Divisional Manager-II on 21-11-2000 and requested to send all his correspondence at his new address, Tagore Nagar, Vikhroli (E), Mumbai-83. Said correspondence was served on Divisional Manager.

5. Concerned workman by his letter dated 30-7-2001 addressed to Sr. Divisional Manager requesting to reinstate him since he learnt that, he was terminated treating his absenteeism and presuming that he has not abandoned the job w.e.f. 30-12-1997.

6. According to concerned workman, no opportunity was given to him to explain about his absenteeism. No charge sheet was served. No enquiry was conducted. The decision taken by management was exparte and bias. Said decision taken by first party was not taken by following principles of natural justice. Even charge of absenteeism is not proved. So it is submitted that, decision taken by management of removal of concerned workman from services of first party w.e.f. 30-12-97 is not just and proper which require to quash and set aside with direction to first party to reinstate the concerned workman with benefits of backwages and continuity of service.

7. This demand is opposed by the first party by filing written statement Ex-6 stating that, second party is not a workman. This Tribunal has no jurisdiction to entertain the prayer prayed by the union to reinstate concerned workman. Besides it is stated that, concerned workman was intimated about decision taken by first party of conducting enquiry. The charges were communicated to concerned workman. Concerned workman denied those charges. On that enquiry committee was formed. Correspondence was made regarding that which returned with remarks "not claimed" and "left". The possible efforts were made by first party to intimate concerned workman about its decision to proceed against concerned workman by forming enquiry committee and proceeding against him to take action. Since concerned workman purposely avoided to participate in the enquiry, Inquiry Officer concluded concerned workman guilty of charge of absenteeism without permission. Besides demand made by concerned workman is made at very belated stage nearly four years after. Beside he has not explained the reason behind absenteeism by producing cogent evidence. Moreover the stand taken by concerned workman that, he has undergone psychiatric treatment is also not proved by any evidence. The Inquiry Officer submitted that, after taking effort to bring concerned workman in the enquiry and face the trial, he observed concerned workman guilty of charge of absenteeism. Since said decision was taken which was challenged by the concerned workman and which was turned down by the appellate authority, disciplinary authority took decision to remove the concerned workman from the employment of first party. So it is submitted that, prayer prayed by Union to reinstate concerned workman cannot be considered and decision given by Inquiry Officer cannot be observed, taken without following principles of natural justice.

8. In view of above pleadings, issues are framed at Ex-10 out of them issue of workman along with fairness of enquiry and perversity of findings are taken as preliminary issues which are answered as follows :

Issues	Findings
i. Whether this Tribunal has jurisdiction?	Yes.
ii. Is second party workman?	Yes.
iii. Is enquiry fair and proper?	No.
iv. Is findings perverse?	Yes.

REASONS

Issue No.1 & 2 :—

9. These issues are pertaining to status of concerned workman and jurisdiction of Tribunal. Second party Union claim that, concerned employee is a 'workman' whereas first party claim that, concerned employee is not workman. As far as this contention is concerned, both have not led any specific evidence in support of their stand about status of concerned employee. The witness of first party at Ex-16

has stated in the cross that, post of Higher Grade Assistant is a promotional post and is of supervisory category. He also states that, post of Higher Grade Assistant is of supervisory at branch level in different sections who can take decision at division level regarding acceptance of the claim policy and passing of vouchers. So this is the only evidence about concerned employee. Presuming that, post of Higher Grade Assistant is a promotional post it does not mean that, it is only a post of managerial cadre. No doubt, person posted on the post of Higher Grade Assistant though has power to take decision regarding policy claim and acceptance of policy and passing of the vouchers, it cannot be presumed that he is not workman. Employee working in that cadre has to see the guidelines while deciding claim, vis-a-vis accepting policy claim and passing out vouchers. By any stretch of imagination, work of passing vouchers cannot be treated as an administrative job since vouchers are passed of the amount which is sanctioned. Beside accepting claim and taking decision of policy claim is also considered as per the guidelines given by the LIC. Person working on that post cannot cross those guidelines. In each case, what type of claim is to be sanctioned, all this work is done by following the guidelines. It is not that, person working on post of Higher Grade Assistant is taking part in deciding the policy which is to be followed to consider particular claim. When that power is not with the person working, though he work on the post of Higher Grade Assistant like concerned employee working in the post, in my considered view, he cannot be treated as not workman.

10. Management has filed written submission at Ex-20 whereas second party filed at Ex-19. Even some case laws are referred by the management including the citation published in AIR 1982 SC page 1126. While deciding Writ Petition between A.V. Nachane and anr. V/s Union of India, Apex Court observed that, Corporation has power to make rules Under Section 48 (2) (cc). Since such rules are approved in the Parliament, it has legal status and in that case, provision of Industrial Disputes Act does not come in the way of power of LIC to make rule as made under Section 48 (2) (cc). Taking reference of this case the written arguments submitted by the first party tried to stretch the decision given in this case and tried to submit that, this Tribunal has no jurisdiction to consider the grievance of the employees working in LIC of India. In my considered view, the very impression is carried by first party that, presuming this Tribunal has no jurisdiction to entertain the grievances of the employees working in LIC, which in my opinion is on wrong interpretation of the decision given by Apex Court referred (supra). In fact in that case, there was a question of power of LIC which reduced the benefits given to Class-III and Class-IV employees regarding payment of bonus which was taken on 21-1-1974 and 6-1-1973 giving retrospective effect observing, claim based on settlement is not a fundamental right, which cannot be

enforced through the Writ jurisdiction. When such Rules and Regulations are made by using power under Section 48 (2) (cc) of LIC Act, such power cannot be challenged under the provisions of Industrial Disputes Act and in my considered view that was the spirit of the ratio referred by the advocate for first party. This ratio does not anywhere say that, Central Government Industrial Tribunal has no power to consider the grievances of the employees working with LIC of India.

11. Besides first party place reliance on citation published in AIR 1998 Supreme Court page 327 where LIC took decision to terminate probationer during probation observing need not be considered when terminated during probation period as Corporation has that right and provisions of Industrial Disputes Act does not come in the way of such termination. While deciding case of LIC of India V/s. Raghaveridra Seshagiri Rao, Apex Court observed that, at the time of posting if a condition of satisfactory performance is made to continue the employee and if decision is taken on the performance of the probationer observing not satisfactory and discontinued on that ground, in that case, said termination cannot be treated as a retrenchment and cannot amount to retrenchment within Section 2 (oo) of the Industrial Disputes Act and does not invite protection given to employee under Section 25 F of the Industrial Disputes Act. In the Amendment Act of 1981, LIC has made rule to that effect which were passed by the Parliament and the rule which is passed by the parliament has equal force as of provisions of Industrial Disputes Act which is also passed in the parliament. So as far as probationary employee is concerned, definitely provisions of Industrial Disputes Act cannot protect such a probationer if terminated during probation period by L.I.C. One more citation is referred by the first party's advocate published in AIR 1994 Supreme Court page 1343 on which first party bank to say that, this Tribunal has no jurisdiction, but in my considered view the decision taken in that case (Supra) i.e. the decision taken in M. Venugopal V/s LIC of India was regarding decision taken by the LIC about the probationers whose services were terminated during probation period only as, happened in above referred case. Since their appointment was for the probation period and condition was laid if such an employee passes probation satisfactorily then and then only, will be considered for continuity of service. Even there was a regulation passed by Parliament under Section 48 (2C). Naturally and legally when both acts are passed in Parliament and have equal status and LIC being Special Act has upper hand over the Industrial Disputes Act as far as decision taken by the LIC regarding probationary employees is concerned, all these ruling does not debar this Tribunal at any level to consider the other grievances of other employees except the employees who suffer by the decision of LIC taken under Section 48 (2) (cc) of LIC Act. So I conclude that, this

Tribunal has very well jurisdiction over the subject matter referred in the reference.

Issue No 3 & 4 :—

12. As far as the enquiry and its findings are concerned, it is matter of record that, concerned workman did not participate in the enquiry. It is matter of record that, the attempts of service of chargesheet, intimation of enquiry and other correspondences are concerned, were not served on concerned workman and all returned "not claimed", or "unserved". It is also matter of record that, concerned workman did not participate in the enquiry. No evidence is recorded by Inquiry Officer of concerned workman. It is matter of record that, enquiry was exparte.

13. The record and proceedings reveals that, concerned workman did not get opportunity to make out his case. Even the pleading of the concerned workman refers that, his mother was sick and then he became mentally sick and unable to point out the same to first party. Even he made out case that, by number of correspondences he tried to intimate first party. But record and proceedings reveals that, it is not considered by Inquiry Officer or by the first party. So one has to conclude that, concerned workman did not get an opportunity to make out his case as well as explain about his absenteeism. It is matter of record that, mere absenteeism is the cause behind removing concerned workman from the employment. However concerned workman did not get an opportunity to explain it. So I conclude that, there was no fair enquiry and Inquiry Officer was not having reasons to observe concerned workman absent without any reason. In this scenario I conclude that, enquiry was not fair and findings perverse.

14. In view of discussion made above I conclude that, concerned workman must get an opportunity. Hence the order :

ORDER

- (1) observe enquiry not fair and proper and findings perverse.
- (2) I direct first party to justify its action.

Date : 27-9-2007.

A. A. LAD, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्द्रल रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट (संदर्भ संख्या 54/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2007 को प्राप्त हुआ था।

[सं. एल-41012/115/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2005) of the Central Government Industrial Tribunal No. 2, Mumbai, as shown in the Annexure in the industrial dispute between the management of Central Railway, and their workman, which was received by the Central Government on 24-10-2007.

[No. L-41012/115/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/54 OF 2005

EMPLOYERS IN RELATION TO
THE MANAGEMENT OF
CENTRAL RAILWAY

The Divisional Railway Manager (P),
Central Railway,
Divisional Office, Personnel Branch,
Mumbai CST,
Mumbai-400 001.

AND

Their Workmen

The General Secretary,
Madhya Railway Karmchari Sangh,
33, Moti Bhawan,
Dr. D'Silva Road,
Dadar (W),
Mumbai-400 028.

Appearance :

For the Employer : Mr. Abhay Kulkarni
Advocate

For the Workman : Mr. K. Badu Rajan
Advocate

Mumbai, dated 5th October, 2007.

AWARD

Matrix of the facts as culled out from the reference are as under :—

1. The Government of India, Ministry of Labour, by its Order No. L-41012/115/2004 [IR (B-I)] dated 15-2-2005 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the Divisional Railway Manager, Central Railway, Mumbai Division CST,

Mumbai in giving punishment of compulsory retirement from service on Shri Shrikant Tiwari, Head Booking Clerk, Parel, Central Railway is justified? If not, what relief the workman Shri Shrikant Tiwari is entitled to ?”

2. Claim statement is filed at Ex-6 by the General Secretary of the Union in support of his demand which was challenged by first party Central Railway by filing written statement Ex-8. Stage was for framing issues.

3. Meanwhile today, concerned workman Shri Shrikant Tiwari by Ex-15 & 16 requested to take reference on board saying that, he wants to dispose it of and produced Ex-16 signed by General Secretary of the Union. He also admits the contents of the Exhibits Hence the order :

ORDER

In view of Exhibit-15 & Exhibit-16, reference is disposed of for want of prosecution. No order as to cost.

Date : 5-10-2007

A. A. LAD, Presiding Officer

Exh. No. 15

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2

REFERENCE NO. CGIT/2/54 OF 2005

CENTRAL RAILWAY, MUMBAI

Vs

Shri S. K. Tiwari

May it please your honour :—

The above matter was fixed for framing issues on 14-11-2007. The Union prays that the said date may be preponed and fixed on 5-10-2007 and on that date the Union is going to make an application for disposal of the above reference.

Mumbai,

Dated 5-10-2007

(General Secretary)

M. R. K. S.

Exh. No. 16

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2

REFERENCE NO. CGIT/2/54 OF 2005

CENTRAL RAILWAY, MUMBAI

Vs

Shri S. K. Tiwari

May it please your honour :—

The Union does not want to persist with the above reference and the same may be disposed of accordingly.

Mumbai,

Dated 5-10-2007

(General Secretary)

M. R. K. S.

For the Management : M/s. Anand, Abdul & Vinodh

नई दिल्ली, 24 अक्टूबर, 2007

AWARD

का.आ. 3343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुतीकोरन पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 14/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-07 को प्राप्त हुआ था।

[सं. एल-44011/6/2006-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.14/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Tuticorin Port Trust and their workmen, received by the Central Government on 24-10-2007.

[No. L-44011/6/2006-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 29th August, 2007

**Present : K. Jayaraman,
Presiding Officer**

INDUSTRIAL DISPUTE NO. 14/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Tuticorin Port Trust and their Workmen)

Between

The General Secretary : I Party/Petitioner Union
Tuticorin Port Mariners
and General Staff Union
Beach Road
Tuticorin - 628001

Vs.

The Chairman : II Party/Management
Tuticorin Port Trust,
Tuticorin

APPEARANCE:

For the Petitioner : None

The Central Government, Ministry of Labour vide its Order No. L-44011/6/2006- (IR(B-II)) dated 12-2-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the non-reimbursement of Medical Claim preferred by Sri Avudaiappan in respect of Mrs. Bhuvaneshwari by the Management of Tuticorin Port Trust is legal and justified?" If not, what relief is the workman is entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 14/2007 and issued notices to both sides. Even though two notices were served to the petitioner union which espouses the cause of the workman, the union has not appeared before this Court and therefore, petitioner is set ex parte and memo of objection was called for from the Respondent/Management. Respondent appeared through Advocate and filed the statement of objection wherein it is stated in the matter of reimbursement of medical expenses of the officers/employees of Tuticorin Port Trust and their dependent family members are governed by the Central Services (Medical Attendance) Rules, 1944 and the same have been made applicable by the virtue of the provisions contained in Tuticorin Port Trust Adaptation of Rules Regulations, 1979 approved by the Central Government and published in the Gazette. The said rules provide for reimbursement of medical expenses when treatment is taken either in the government or recognized hospitals. Further, it states in emergent cases, the Govt. servants or members of the family may be admitted in the nearest private hospital in the absence of Govt. or recognized hospital nearer than the private hospital and reimbursement of expenditure made. Further, in emergent cases involving accidents of serious nature or diseases, the person/persons on the spot may use their discretion for taking the patient for treatment in a private hospital if available in case no government or recognized hospital is available nearer than the private hospital and the power to decide the merits of the case has been given to the controlling authority to know whether it was a case of real emergency necessitating admission in private hospital. The Respondent/Management has also issued O. M. dated 19-02-2000 for streamlining the procedure for getting treatment in a private hospital by the employees or their dependent family members. In this case, Sri Avudaiappan, Lascar, Marine Department had submitted a medical reimbursement for Rs. 14,746.90 towards the treatment of his wife, Smt. Bhuvaneshwari for delivery at a private hospital "Krishna Maternity Home & Paediatric Centre", Palayamkottai but as per the medical records produced by the concerned employee, his wife with labour

pain was admitted in the said private hospital on 11-11-2004 and she underwent caesarean section with sterilisation operation on 12-11-2004 and she was also discharged from private hospital on 20-11-2004. But the concerned employee's Medical Card is in Tuticorin Port dispensary at Tuticorin and the employee never brought his wife to the Respondent's Port Trust dispensary for any check-up during her whole gestation period. From this, it is clearly evident that from the beginning the said employee has made up his mind to have the delivery conducted at his native place, Palayamkottai and not in Port Trust Hospital at Tuticorin. Further, the concerned employee is residing at Palayamkottai for his own convenience. There is no provision for the employees who are living outside Tuticorin to take treatment in private hospital of their choice. Alternatively, he could have admitted his wife in Tirunelveli Medical College Hospital, a Govt. Hospital at Palayamkottai which is a few yards away from the private hospital. Further, as per the O.M. dated 19-02-2000 issued by the Respondent/Management regarding reimbursement of medical claims towards treatment taken in the private hospital, delivery cases are not eligible for reimbursement of medical expenses, whatever may be reason. Hence the claim for reimbursement for medical expenses incurred by Sri R. Avudaiappan for taking treatment of his wife in a private hospital was rejected. Therefore, the claim made by the concerned employee does not come under the purview of the guidelines issued by the Respondent/Management. Hence for all these reasons, the Respondent prays that the claim may be dismissed with costs.

Points for determination are :

(i) Whether the non-reimbursement of medical claim preferred by the concerned employee in respect of his wife's treatment by the Respondent/Management is legal and justified?

(ii) To what relief the workman is entitled?

Point/No. (i) & (ii)

3. In this case as I have already pointed out even though two notices were served to the petitioner union, the petitioner union has not appeared before this Court nor filed any statement. On the other hand, the Respondent appeared through his advocate and filed memo of objection. The issue involved in this case is that the concerned employee has admitted his wife in a private hospital at Palayamkottai which is a far off place from the headquarters viz. Tuticorin and when he made a claim for reimbursement of the expenses made by him in the private hospital, the Respondent authorities have rejected his claim on the ground that his claim does not come under the Central Services (Medical Attendance) Rules. It is further contended on behalf of the Respondent that the concerned employee is very well aware that the treatment is available in the Tuticorin Port Trust dispensary in Tuticorin town

but he never brought his wife to Tuticorin Port dispensary for any check-up during her whole gestation period. Further, the concerned employee is residing at Palayamkottai for his own convenience. Even in the memo dated 19-02-2000, it is clearly stated that the employees who are living outside Tuticorin and who are taking treatment in a private hospital of their choice, are not entitled to reimbursement of medical claim towards the treatment taken in the private hospital for delivery case whatever may be the reason. Further, he has not stated for what reasons, he had admitted his wife in a unrecognized private hospital in Palayamkottai when there is already a Government Medical College Hospital near to his place. Therefore, his claim was rejected for reimbursement. As already stated, the petitioner union has not appeared before this Court to contradict the contention of the Respondent/Management that the concerned employee is entitled to reimbursement even in such cases. Therefore, I find the non-reimbursement of the medical claim preferred by the concerned employee, Shri Avudaiappan in respect of his wife's claim by the Respondent/Management is legal and justified.

4. In view of my foregoing findings, I find the concerned employee is not entitled to any relief.

5. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th August, 2007)

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 24 अक्टूबर, 2007

का.आ. 3344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तूतीकोरन पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचायत (संदर्भ संख्या 15/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-07 को प्राप्त हुआ था।

[सं. एल-44011/4/2006-आई आर (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th October, 2007

S.O. 3344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the management of Tuticorin Port Trust and their workmen, received by the Central Government on 24-10-2007.

[No. L-44011/4/2006-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Wednesday, the 29th August, 2007

Present : K. Jayaraman,
Presiding Officer

INDUSTRIAL DISPUTE No. 14/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Tuticorin Port Trust and their Workmen)

BETWEEN:

The General Secretary : Petitioner/I Party
 Tuticorin Port Mariners
 and General Staff Union
 Beach Road
 Tuticorin - 628 001

Vs.

The Chairman : Respondent/II Party
 Tuticorin Port Trust
 Tuticorin

APPEARANCE:

For the Petitioner : None

For the Management : None

AWARD

The Central Government, Ministry of Labour vide its Order No. L-44011/4/2006 (IR(B-II)) dated 12-2-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the Claim of Tuticorin Port Mariners and General Staff Union for permission to exercise option for fixation of pay in respect of Sri S. Samson, Valve Operator

is legal and justified? If not, what relief is the workman/union is entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 15/2007 and issued notices to both sides. Even though two notices have been served to both parties, both parties have not appeared before this Tribunal to proceed with the enquiry. Therefore, both parties have set ex-parte and orders have been passed in this case.

Points for determination are:

(i) Whether the claim of Tuticorin Port Mariners and General Staff Union for permission to exercise option for fixation of pay in respect of Sri S. Samson, Valve Operator is legal and justified?

(ii) If not, what relief is the workman/union is entitled?

Point No. (i) & (ii)

3. Though the petitioner union has raised this dispute viz. that the Respondent/Management has rejected the claim of the union for permission to exercise the option for fixation of pay in respect of Sri S. Samson, Valve Operator illegally, they have not come before this Tribunal and establish their case. Similarly, the Respondent has also not appeared before this Tribunal to establish their contention that the claim of the petitioner union has rightly rejected. As such, this Tribunal cannot come into the conclusion whether the claim of the petitioner union is valid or not. Since the burden of proving that the petitioner union is genuine and which was illegally rejected by the Respondent/Management, is upon the petitioner and since the petitioner union has not established this fact with any satisfactory evidence, I find the petitioner claim is to be rejected. Therefore, I find the workman concerned is not entitled to any relief.

8. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29thnd August, 2007)

K. JAYARAMAN, Presiding Officer,